PROJECT MANUAL

Mitchell Hall Backstage Facility

Project Number ITB 2016B2

August 4, 2015
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PROCUREMENT AND CONTRACTING REQUIREMENTS
ADVERTISEMENT FOR BID

FIRST PUBLICATION August 4, 2015
SECOND PUBLICATION August 11, 2015

Closing time set for receipt of offers, shall be as determined by the clock in the UCO Facilities Management office.

SOLICITATION FOR BIDS
BID NUMBER ITB 2016B2

Separate sealed bids for the Mitchell Hall Backstage Facility - Project located on the main campus of the University of Central Oklahoma in Edmond, Oklahoma, may be submitted to the Regional University System of Oklahoma, c/o Facilities Management – Architectural and Engineering Services, Lobby, Facilities Management Building, 100 North University Drive, Edmond, Oklahoma no later than 3:00 P.M. Central Standard Time on Thursday, September 3, 2015. Sealed envelope bids must have the actual sealed envelope date/time stamped by the clock-in stamp in the UCO Facilities Management Building. The UCO Facilities Management clock-in stamp will be the only date/time considered for the sealed bid. The sealed envelope with bid, after being clocked in, must be immediately handed to the UCO representative deemed for this ITB, the UCO Director of Architectural and Engineering Services or designee. No clocked in bids should remain with the contractor, or they will be deemed inadmissible. Bids will be opened and read publicly, directly thereafter, in the Facilities Management Building.

The Invitation to Bid (hereafter referred to as ITB) can be found on the UCO Purchasing and Payment Services website per the following link:
http://www.uco.edu/administration/pur-pay-trav/_current-solicitations/index.asp

A copy of the drawings/plans for this ITB construction project may be obtained for a non-refundable deposit in the amount of $250.00 from Elliott + Associates, phone 405-232-9554 or email mmays@eaa.com. Non-refundable checks shall be made out to Elliott + Associates.

Any other inquiries may be made by contacting the Architectural & Engineering Services Department:

David G. Stapleton
Director, Architectural & Engineering Services
dgstapleton@uco.edu

Bidders must submit each bid in a sealed envelope to include security in the amount and form and subject to all conditions provided for in the instructions to bidders (Section 002113). In accordance with state law, bidders must also submit with each bid, an affidavit disclosing certain business affiliations and a non-collusion affidavit. A list of all subcontractors shall be submitted as stated in Section 002113, 2.e. of Instructions to Bidders.

ATTENTION BIDDERS
Please note the following: (1) No bidder may withdraw a proposal within sixty (60) days after the actual bid date opening; and (2) It is non-mandatory that all bidders visit the site before submission of a bid, but opportunity for pre-bid conference and site visit have been offered, as well as site visit by appointment; and (3) pre-bid conference and site visit shall be held at UCO Facilities Management Building, 100 N. University Drive, Edmond, OK 73034 at 3:00 P.M. Central Standard Time, August 13, 2015. A link for the UCO Campus Map has been noted below:
http://www.uco.edu/resources/campus_maps/campusmap.pdf

The Regional University System of Oklahoma expressly reserves the right to waive informalities and to reject any or all bids.

University of Central Oklahoma
ITB 2016B2
Bid Due and Opening Date and Time:
Thursday September 3, 2015 at 3:00 P.M. CST
www.uco.edu - 8 -
INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids:

The Regional University System of Oklahoma and University of Central Oklahoma, an Agency of the State of Oklahoma, a Body Corporate (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in.

The envelope containing the bids must be sealed closed and addressed to:

Regional University System of Oklahoma
Office of the President
ATTN: Architectural & Engineering Services
Facilities Management Building, Room 117
ITB 2016B2, Attention David G. Stapleton
100 North University Drive
Edmond, OK 73034-5209

And designated as: Mitchell Hall Backstage Facility - Project

The Regional University System of Oklahoma and University of Central Oklahoma, expressly reserves the right to waive any informalities or minor irregularities and to reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the due time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual bid date opening.

2. Preparation of Bid:

a) Each bid proposal must be submitted on the prescribed form(s) included herein. All blank spaces for bid prices must be filled in ink or typewritten in both words and figures. Each bid proposal must be made directly to the University of Central Oklahoma on the form attached hereto.

b) Contractor Qualification Statements, AIA Document A305, with all blanks filled in and properly executed and all requested information attached must accompany bid proposal.

c) Bidders must submit each bid in a sealed envelope, labeled accordingly with ITB 2016B2 written on the front of the envelope and must deposit with each bid, security in the amount, form and subject to all conditions provided for in the Information to Bidders. In accordance with State law, bidders must also submit with each bid an affidavit disclosing certain business affiliations and a non-collusion affidavit.

d) The bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this Agreement shall be listed on the bid proposal of the bidder. Bidders must list a single subcontractor for each category of work identified on the Bid Proposal form included herein. A bid listing of multiple subcontractors for a single category of work will not be considered. If the bidder fails to include the names of all Subcontractors, as listed on the Bid Proposal form, his bid shall be considered void and will not be accepted. After the submission of a bid, no change shall be made in the identity of any
Section 002113-2

subcontractor without the Owner’s written consent. Even with the Owner’s consent, any such change shall not alter the amount of any bid.

e) If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Section 002113, 1.

f) Bidders are requested to be present when proposals are opened.

3. Electronic Modification:

Any bidder may modify the bid by electronic communication at any time prior to scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the electronic modification.

4. Method of Bidding:

The Owner invites the following lump sum bids: Mitchell Hall Backstage Facility- Project for University of Central Oklahoma, Edmond, Oklahoma. Bidders must bid on all lump sum alternate and unit price items requested. Partial or incomplete bids may be rejected.

5. Qualifications of Bidder:

The Owner may make such investigations as deemed necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids will not be accepted.

6. Bid Security:

Each bid must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the bid opening, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Agreement for Construction, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as the bidder has not been notified of the acceptance of their bid.

7. Liquidated Damages for Failure to Enter into the Agreement for Construction:

The successful bidder, upon their failure or refusal to execute and deliver the Agreement for Construction and bonds required within ten (10) days after the bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their bid and their bid will be rejected from further consideration.
Section 002113-3

8. **Conditions of Work:**

Each bidder must inform themself fully of the conditions relating to construction of the Project and the employment of labor thereon. It is mandatory that all bidders visit the site prior to submitting a bid. While the drawings and specifications are intended to indicate the physical scope of the project, each bidder is encouraged to closely examine the site in order to determine the most precise quantities of labor and material required to complete the project. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their Agreement. Insofar as possible the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The work shall be completed and performed according to the true intent, meaning and spirit of the Contract documents, and should anything be omitted from the Contract documents, which are intended to cover all work necessary to complete the project in a first-class workmanlike manner, then the Contractor shall secure written instructions from the Architect before proceeding with the work affected or to be affected by such omissions and discrepancies.

9. **Addenda and Interpretations:**

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. No requests for substitution of products will be considered until after award of contract as per Section 1310, Schedules, Submittals, Tests and Approvals. Inquiries may be submitted at any time during the advertisement prior, however, to be given consideration, the inquiry must be received in writing not later than 1:00 P.M. Central Standard Time on August 24, 2015. Any questions regarding the ITB solicitation, interpretation of specifications or drawings must be in the form of a written inquiry to David G. Stapleton, per the contact information noted in Section 001113, Instructions to Bidders, paragraph 1. If a reply is issued, it will be in the format of addenda to the specification and will be posted to the Purchasing and Payment Services website (link noted below) by the end of day on August 31, 2015.

http://www.uco.edu/administration/pur-pay-trav/_current-solicitations/index.asp

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the Contract documents.

10. **Security for Faithful Performance:**

Simultaneously with the delivery of the executed Agreement for Construction, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Agreement, for the payments of all persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement, and for defects in materials and workmanship. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner and licensed to do business in the State of Oklahoma utilizing forms in the bid package.

11. **Power of Attorney:**

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
Section 002113-4

12. Notice of Special Conditions:

Attention is particularly called to those parts of the Contract documents and specifications which deal with the following:

a) Insurance requirements, Refer to Agreement for Construction, Section 19, Insurance
b) Federal Wage Rates, if applicable
c) Oklahoma Minority Business Enterprise Act, if applicable
d) Pre-bid Conference/Site Visit shall commence on August 13, 2015 at 3:00 P.M. Central Standard Time in the UCO Facilities Management break room. A building map link has been provided below. Provide written questions for submittal during Pre-Bid Conference and/or submit questions prior to the meeting in writing or after meeting by email to David G. Stapleton per contact information provided. Written questions are due by and no later than August 24, 2015 at 1:00 P.M. Central Standard Time. Questions shall be responded to via posted addendum per Section 002113-3.9. Campus Building Map Link: http://www.uco.edu/resources/maps.asp
e) Contractors parking on the UCO campus outside of the contract site limit will be required to purchase UCO parking passes in order to access parking spaces in the student and or faculty/staff lots. See the Transportation and Parking Services website for contractor and vendor parking rates and regulations: http://www.uco.edu/resources/maps.asp#parking
http://www.uco.edu/administration/safety-transportation/transportation-parking-services/index.asp

13. Laws and Regulations:

The University of Central Oklahoma is committed to all applicable Oklahoma statutes, and the bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement for Construction throughout, and they will be deemed to be included in the Agreement for Construction the same as though therein written out in full.

In accordance with the preceding paragraph Okla. Stat. 61, §§ 3, 4, 6, 9 and 10 are incorporated into this bid as if stated verbatim herein.

HB1804, Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007.

Pursuant to 25 O.S. 1313, effective 7/1/08, all individuals, contractors, subcontractors or vendors are prohibited by State Law from entering into a contract with a public employer for the performance of services within the state of Oklahoma unless registered and participating in the Status Verification System to verify information of all new employees.

The Status Verification Service System is defined in 25 O.S. 1312 and includes, but is not limited to, the free Employment Verification Program (EEV) available at www.dhs.gov/E-Verify.

By signing the solicitation response, the individual, contractor, or vendor warrants and attests that have registered and participate in the Status Verification System which declares its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. These warranties shall remain in effect through the entire term, including all renewal periods if applicable, of the Contract. The University reserves the right to request copies of documents certifying compliance with this requirement.
Section 002113-5

14. **Minority Business Enterprise Participation:**

   It is the goal of the University of Central Oklahoma to diversify the pool of contractors, subcontractors, suppliers, consultants and other vendors who provide goods and services related to construction projects. To help achieve this objective, general contractors are encouraged to exert affirmative action efforts to identify and locate minority business enterprises to participate as subcontractors and material suppliers for construction projects. In order for the University to monitor progress in this area, the successful contractor will be required to provide a list of all subcontracts and major material purchase orders which will be awarded to certified minority business enterprises for this project. Refer to Supplemental Conditions.

15. **Sales Tax Exemption:**

   All bids must be submitted exclusive of Federal Excise Tax, Oklahoma State Sales Tax and local taxes. The University of Central Oklahoma is exempt from Oklahoma State Sales Tax, Federal Excise Tax and local taxes under authority of 68 Oklahoma Statutes Sec.1256. Where a tax exemption is required, a notation should be placed on this bid and an exemption authorization will be issued.

16. **Examination of Site**

   Contractor may set up an appointment with Kevin Tero at Architectural and Engineering Services, 405-974-2576 to personally examine the site, making notes of existing conditions, comparing such with the plans and specifications, and be fully satisfied as to conditions of such before submitting the proposal. No questions shall be posed verbally and no responses shall be offered to questions posed verbally. Questions shall be posed per Section 002113-3.9. No allowance shall be subsequently made to the Contractor by reason of any error on their part. A Verification of Examination of Site form must be submitted with the Bid Proposal.

17. **Obligation of Bidder:**

   At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of their bid. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the times specified in the "Instructions to Bidders," Section 18.

18. **Phases, Timing, Time of Completion and Liquidated Damages:**

   The project consists of one phase as set forth in detail in the Plans and Specifications and as established in the Agreement for Construction, Paragraph 6, Contract Time and Exhibit C, Phases, Timing and Time of Completion, and by this reference made a part hereof and as specified in Section 17 above.

19. **Pre-bid Conference and Site Visit:**

   A non-mandatory pre-bid conference and site visit shall be held at the UCO Facilities Management break room located at 100 N. University Drive (maps offered in Section 00113 and 002113-4.12.d) on August 13, 2015. The intent of this conference is to review dates of the ITB, visit site and retrieve written questions posed which relate to the contract documents and/or performance of the work. Verbal authorizations or acknowledgments by anyone present shall not be binding unless
Section 002113-6

written documentation is presented in the form of addenda to the project. The failure of any bidder to attend the pre-bid conference shall in no way relieve the bidder from any obligation in respect to their bid.

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21. Binding Arbitration:

The University of Central Oklahoma is not subject to binding arbitration.

22. Project Information:

Refer to project plans and specifications for detailed information concerning this project. The Contractor is to report omissions or discrepancies, in writing, to Owner and Architect immediately upon discovery requesting clarification of such omissions or discrepancies prior to submission of bid. Refer to Section 002113-6, paragraph 20 for deadlines for submission of questions prior to bid opening.
Section 003126

ASBESTOS NOTIFICATIONS AND FILINGS WITH ODEQ FOR PUBLIC WORKS PROJECTS

PART 1 - GENERAL

A. Compliance with Applicable Law

1. The Contractor shall fully comply with the requirements of 40 CFR 61, subpart M, NESHAP, The National Emission Standards for Hazardous Air Pollutants. This Federal Regulation has been delegated to the Oklahoma Department of Environmental Quality for enforcement.

2. The Contractor shall enforce compliance with this law and these regulations by all subcontractors, sub-subcontractors and material suppliers on this project. Each subcontract, sub-subcontract and purchase order applicable to this project shall contain Subparagraph 1. directly above.

B. Intent

1. It is the specific intent of this section of the Specification to advise the Contractor that Contractor is solely responsible for NESHAP Notices to ODEQ whenever Demolition of a facility or renovations of a facility is taking place. Notices to ODEQ are required for Demolition and for any Renovations whether asbestos is present or not.

C. Statement

1. The Contractor shall be responsible for working with each and every subcontractor, sub-subcontractor and material supplier on this project to insure that all are aware of where ACM or suspect ACM may be in the facility under demolition or renovation, and that NESHAP Notice will be made and Contractor shall make timely notice to ODEQ on the required forms from ODEQ.

2. The Contractor shall deliver a copy of his ODEQ NESHAP Notification to UCO, to the Department of Public Safety, Environmental Health & Safety Division. If Contractor shall cause a fine to be levied by ODEQ against UCO, Contractor shall pay the fine, and such fine shall not be part of Project Costs.

3. Appropriate forms for ODEQ notice can be obtained from ODEQ at the following web site: http://www.deq.state.ok.us/CSDnew/SBAP/asbestos/NESHAPfin.pdf

4. Refer to Section 01011 for requirements relating to ODEQ OKR-10 Storm Water Discharge permit requirements
Section 003143

PERMIT OKR10 FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES
WITHIN THE STATE OF OKLAHOMA

PART 1 - GENERAL

A. Compliance with Applicable Law

1. The Contractor shall fully comply with the requirements of the Oklahoma Pollutant
Discharge Elimination System Act (OPDES), 27 A O.S. 2-6-201 et. Seq., as amended.
This Regulation is delegated to the Oklahoma Department of Environmental Quality for
enforcement (ODEQ).

2. The Contractor shall enforce compliance with this law and these regulations by all
subcontractors, sub-subcontractors and material suppliers on this project. Each
subcontract, sub-subcontract and purchase order applicable to this project shall include
the language in subparagraph A.1., as stated above.

3. If Contractor shall cause a fine to be levied by ODEQ against Owner, relative to storm
water management, Contractor shall pay any and all amounts of the fine, and such fine
shall not be an allowable part of the Work or project costs.

B. Intent

1. The Contractor is solely responsible for obtaining a storm water discharge permit OKR10
from ODEQ for any exterior construction work or construction / renovation work on
facilities that would require such a permit. The Contractor should confirm with ODEQ
whether this permit is required or not for the Work and shall make timely notice to ODEQ
in order to file the Notice of Intent (NOI) and receive an approved OKR10 permit at the
appropriate time in the construction schedule.

C. Statement

1. The Contractor shall be responsible providing all materials, supplies, equipment or other
elements necessary for implementation and maintenance of work as necessary to meet
permit requirements. Contractor shall be responsible for working with all subcontractors,
sub-subcontractors and material suppliers on this project to insure that all are aware of
storm water run off conditions and what is required by ODEQ to maintain and manage
such conditions on the construction site to meet this law and regulations therein.

2. The Contractor shall deliver an executed copy of the OKR10 Permit for the project to the
Owner, with copy to the University of Central Oklahoma Environmental Health and Safety
Division.

3. Appropriate forms for applying for the OKR10 Permit can be obtained from ODEQ at the
following web site:


Information on permits can be found at:
http://www.deq.state.ok.us/WQDnew/genpermits.html
PLACE: Regional University System of Oklahoma
ATTN: Architectural & Engineering Services
Room 117, Facilities Management Building,
ITB 2016B2, Attention David G. Stapleton
100 North University Drive
Edmond, OK  73034-5209

DATE:  September 3, 2015

Proposal of _________________________________________________________ (hereinafter called Bidder) a corporation, organized and existing under the laws of the State of _____________________; a partnership, or an individual doing business as __________________________________.

To the Regional University System of Oklahoma, University of Central Oklahoma, an agency of the State of Oklahoma, a body corporate under the name University of Central Oklahoma, Edmond, Oklahoma (hereinafter called Owner).

Bidders:
The Bidder in compliance with your invitation for bids for the Mitchell Hall Backstage Facility - Project at Edmond, Oklahoma, having examined plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all materials, equipment and labor required to provide all work included in the Mitchell Hall Backstage Facility - Project in accordance with the Contract Documents within the time set forth therein and at the prices stated below. These prices to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

BASE PROPOSAL:  Bidder agrees to perform all of the above work described in the specifications and shown on the plans for the sum of ________________________________ Dollars ($______________).

(BASE shall be shown in both words and figures; in case of discrepancy, the amount shown in words shall govern.)

BASE PROPOSAL TIME OF COMPLETION:  Bidder agrees to perform all of the above work described in the Specifications as shown on the plans within ________________________________ (___________) consecutive calendar days, not to exceed Four Hundred and Forty (440) consecutive calendar days.

ALTERNATE PROPOSALS:  Bidder proposes to perform the substitutions, omissions or changes required by the following alternates or any alternates that may be required by addenda for the following:

ALTERNATE NO. ONE (1): ADD ALTERNATE - SITEWORK

a.  Add Brick pavers at Front Plaza
   *Refer to Drawing 2/A1.01
b.  Add Brick Pavers at Costume Window
   *Refer to Drawing 3/A1.01

Add in the amount of ________________________________ Dollars ($______________).

(Amount shall be shown in both words and figures.  In case of discrepancy, the amount shown in words shall govern.)
ALTERNATE NO. TWO (2): ADD ALTERNATE - MILLWORK & FF&E ITEMS

a. **Millwork** - (Room 118) Green Room Casework
   *Refer to Drawing 3/A6.03
b. **Millwork** - (Room 210) Theatre Student Cubbies (1 Unit)
   *Refer to Drawing 1/A9.02
c. **Millwork** - (Room 211) Dance Student Cubbies (1 Unit)
   *Refer to Drawing 1/A9.02
d. **Millwork** - Mobile Make-Up Stations (2 Units)
   *Refer to Drawing 2/A9.02
e. **Millwork** - (Corridor 204) 42” high bar with data outlets for students
   *Refer to Drawing 5/A9.02
f. **Millwork** - (Room 116) Mobile Wardrobe / Room Dividers (12 Units)
   *Refer to Drawing 6/A9.02
g. **FF&E** - (Room 122) Fitting Room Bench (Furniture item)
   *Refer to Drawing 09 & 10/A6.03
h. **FF&E** - (1) Dishwasher & (1) Under Counter Ice Machine as per specs
   *Refer to Drawing 3/A6.03
i. **FF&E** - (Corridor 204)- 18” Deep x 12” wide 2 tier lockers (25 units)
   *Refer to Drawing 9/A9.01
j. **FF&E** - (Room 211)- Rod & Curtains for Dance Rehearsal
   *Refer to Drawing A6.04

Add in the amount of ________________________________ Dollars ($__________________).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE NO. THREE (3): ADD ALTERNATE - MITCHELL HALL HISTORIC CANOPY

a. Remove existing Blue Canvas Canopy
b. Install New historic suspended Canopy on front façade of existing Mitchell Hall. *Refer to Drawing A5.02

Add in the amount of ________________________________ Dollars ($__________________).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE NO. FOUR (4): ADD ALTERNATE - LEASE OF HVAC EQIPMENT

a. Lease of Boiler & Chiller to Heat & Cool Mitchell Hall Addition
   For Lease term of 12 months.
b. If this alternate is chosen, Omit Alternate #5

Add in the amount of ________________________________ Dollars ($__________________).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)
Section 004113-3

ALTERNATE NO. FIVE (5): ADD ALTERNATE- PURCHASE OF HVAC EQUIPMENT

a. Purchase of Boiler & Chiller to Heat & Cool Mitchell Hall Addition
b. If this alternate is chosen, Omit Alternate #4.

Add in the amount of _______________________________ Dollars ($______________).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE NO. SIX (6): DEDUCT ALTERNATE- EXTERIOR FINISHES

a. Reduce Front Canopy *Refer to Drawing Sheet A8.07
b. Large 12 x 12 Picture Windows to be standard curtain wall (Not rotated)
   *Refer to Drawing Sheet A8.07
c. Sheet Metal Coping at Parapets instead of cast concrete
   *Refer to Drawing Sheet A8.07
d. Omit Offset in Brick Type #1
   *Refer to Drawing Sheet A8.07

Deduct in the amount of _______________________________ Dollars ($______________).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE NO. SEVEN (7): DEDUCT ALTERNATE- OMIT FEMA REQUIREMENTS IN BASEMENT

a. Omit Basement Plumbing, Plumbing Fixtures, and bathroom accessories
b. Omit Sewage Grinder
c. Omit Inverter
d. Omit 2 Interior Doors (Door 002 & 003)
e. Omit Stud wall between Room 006 & 002, and Stud wall between Room 003 & 004.

Deduct in the amount of _______________________________ Dollars ($______________).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

UNIT COST: Additional work shall be performed on express authorization from the OWNER for the following unit cost prices:
Add or deduct the following unit cost prices:

1. **Brick Paving**

   Add or deduct in the amount of _______________________________ Dollars ($______________) Per Square Foot
   (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

2. **Masonry Repair**

   Add or deduct in the amount of _______________________________ Dollars ($______________) Per Square Foot
   (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)
Section 004113-4

3. **Roof Patching on Existing Roof**

Add or deduct in the amount of ________________________ Dollars ($__________) Per Square Foot

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

4. **Duplex Outlet**

Add or deduct in the amount of ________________________ Dollars ($__________) Per Unit

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

5. **Data Outlet**

Add or deduct in the amount of ________________________ Dollars ($__________) Per Unit

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

6. **Site Trenching**

Add or deduct in the amount of ________________________ Dollars ($__________) Per Linear Foot

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

7. **Hydronic Heating Piping**

Add or deduct in the amount of ________________________ Dollars ($__________) Per Linear Foot

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

**TIME OF COMPLETION:** Bidder agrees to prosecute the work with diligence and to maintain the job construction schedule and complete the work within the time as defined by Section 002113 "Instructions to Bidders," Paragraph 18.

Site for construction will become available December 14, 2015. Pre-construction work such as shop drawings, procurement of material, submittals, etc. may commence upon receipt of notice to proceed.

**EXTRAS:** All materials, equipment and labor for additional work ordered by the Owner, for which no pre-agreed price has been fixed, for the net cost of all materials, equipment and labor directly attributable to the additional work furnished as defined by the Agreement for Construction and shall be subject to the Change Order procedures as defined by the Agreement for Construction.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the actual date of the opening of bids.

Upon receipt of written notice of the acceptance of the bid, bidder will execute the formal Agreement for Construction attached within ten (10) days and deliver a Surety Bond or Bonds as required. The bid security attached in the sum of _____________________________ Dollars ($_________) is to become the property of the Owner in the event the Agreement for Construction and Bond are not executed and delivered within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
Bidder has examined copies of all contract documents and of the following addenda:

Number of addenda    Date of addenda

This bid is submitted as a legal offer and any bid when accepted by The University of Central Oklahoma constitutes a firm contract.

Respectfully submitted:

Company Name: _______________________________________________________

Business Address: _______________________________________________________

Telephone Number: _______________________________________________________

By:   _______________________________________________________

Typed or Printed Name

Title:   _______________________________________________________

Typed or Printed Title

Signature:  _______________________________________________________

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm:   _______________________________________________________

Address:  _______________________________________________________

Telephone:  _______________________________________________________

Facsimile Telephone: ________________________________________________________

Authorized Representative: _____________________________________________________

Federal Employers Identification Number: ________________________________

University of Central Oklahoma
ITB 2016B2
Bid Due and Opening Date and Time:
Thursday September 3, 2015 at 3:00 P.M. CST
www.uco.edu
**Section 004113-6**

**Name and Address of Subcontractors as listed below:** If the General Contractor plans to do the work listed below as subcontract, then the General Contractor’s name should be listed in the blank provided. Bidders must list a single subcontractor for each type of work identified.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>NAME</th>
<th>ADDRESS</th>
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</thead>
<tbody>
<tr>
<td>Mechanical HVAC</td>
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<tr>
<td>Electrical</td>
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<td>Masonry</td>
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<td>Concrete</td>
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<tr>
<td>Paint / Dry Wall</td>
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<tr>
<td>Plumbing</td>
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<td>Roofing</td>
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<tr>
<td>Structural Steel and Deck</td>
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<td>Millwork</td>
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<td>Elevator</td>
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<td>Fire Suppression</td>
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<tr>
<td>Glazing</td>
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</tbody>
</table>

The following documents are to be attached to and made a condition of this bid. Please mark in the column provided to verify inclusion of documents.

<table>
<thead>
<tr>
<th></th>
<th>Bidder</th>
<th>Legal Counsel</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Required bid security in the form of (Bond, check, 5% of bid).</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>b) Bidders Qualification Statement with Support documentation.</td>
<td>______</td>
<td>______</td>
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<tr>
<td>c) Non-collusion Affidavit.</td>
<td>______</td>
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<tr>
<td>d) Business Relationship Affidavit.</td>
<td>______</td>
<td>______</td>
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<tr>
<td>e) Verification of Examination of Site Form</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>
Section 004516

(Must submit completed copy of Contractor's Qualification Statement, AIA Document A305)

Note: Contractor’s Qualification Statement and information contained therein will be used in association with Bid Proposal costs for the evaluation of bids received and the determination of contract award.
NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF ____________________________) )ss.
COUNTY OF ____________________________ )

1. (s)he is the fully authorized agent of ___________________________________, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. (s)he is fully aware of the fact and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
   a) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
   b) To any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

_______________________________________
Name of Bidder

By_____________________________________

_______________________________________
Title

Subscribed and sworn to before me this _____ day of ______________________, 20_____.

_____________________________________
Notary Public (or Court Clerk or Judge)

My Commission Expires:
BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF ____________________________ ) ss.
COUNTY OF ____________________________ )

I, ____________________________, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

_______________________________________
Name of Bidder

By_____________________________________

_______________________________________
Title

Subscribed and sworn to before me this _____ day of ______________________, 20____.

_______________________________________
Notary Public (or Court Clerk or Judge)

My Commission Expires:
Section 004549

VERIFICATION OF EXAMINATION OF SITE

This is to verify that ______________________________ (bidder representative name) representing ______________________________ (bidder name) visited and examined the site of the University of Central Oklahoma on ________________, 20, ________ (date). A copy of this signed form must be submitted with the Bid Proposal as stated in the Instructions to Bidders, Section 8.

____________________
(Signature for the University of Central Oklahoma OR Project Architect)

____________________
(Signature for the Bidder)
AGREEMENT FOR CONSTRUCTION

This AGREEMENT FOR CONSTRUCTION (the "Agreement") is made and entered into by and between The Regional University System of Oklahoma through its UNIVERSITY OF CENTRAL OKLAHOMA (UCO), an agency of the State of Oklahoma, (the "Owner") and Contractor Name (the "Contractor"). This Agreement shall be effective on the execution date last written below.

RECITALS

A. This Agreement is for the construction of a project identified as the Mitchell Hall Backstage Facility (the "Project"). The architect for the Project is Elliott + Associates Architects, P.C., (the "Architect") 35 Harrison Avenue Oklahoma City, OK 73104

B. The Owner desires to construct the Mitchell Hall Backstage Facility, on the UCO campus.

C. The Contractor has agreed to construct the Mitchell Hall Backstage Facility, in accordance with this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Contractor agree as follows:

1. REPRESENTATIONS AND WARRANTIES

By executing this Agreement, the Contractor makes the following express representations and warranties to the Owner:

(a) The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits and other authorizations necessary to act as a contractor for the Project;

(b) The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated; and,

(c) The Contractor has received, reviewed and carefully examined the Contract Documents, including, but not limited to, the specifications and drawings, and has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction;

2. DOCUMENTS INCORPORATED BY REFERENCE

This Agreement includes, and hereby incorporates by reference, the Drawings, Plans and Specifications for the Project as well as the following (if any): Supplemental Conditions to this Agreement; the General Requirements (contained in Division 1 of the Project Specifications); the
Owner’s Solicitation For Bids; Contractor’s performance, statutory and defects bonds and/or any letter(s) of credit provided in lieu of any bond(s); and, any and all amendments, Change Orders and Field Orders when executed by the Owner and the Contractor. This Agreement and the documents enumerated hereinabove, may be collectively referred to as the Contract Documents. Documents not enumerated in this Paragraph 2 are not Contract Documents and do not form part of this Agreement.

Section 005200-2

3. INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Agreement, the Owner and the Contractor agree as follows:

(a) This Agreement, together with the items incorporated in paragraph 2 above, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project, and supersede any and all prior discussions, communications, representations and negotiations by and between the parties;

(b) The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price;

(c) This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Work required by or included in any page, part, or portion of the Contract Documents shall be required by this Agreement;

(d) Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement or obligation between the Owner and any person or entity other than the Contractor;

(e) When a word, term, or phrase is used in this Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

(f) The words "include", "includes", or "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation";

(g) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement;

(h) Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning;

(i) The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the shop drawings and the product data and shall give written notice to the Owner and the Architect of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with
the affected Work. The issuance, or the express or implied approval by the Owner or the Architect of the Contract Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor’s compliance with this Agreement. The Owner has only requested the Architect to prepare documents for the Project, including the Drawings, Plans and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction; HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties by the Owner concerning such documents have been or are hereby made;

(j) In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control:

(i) As between figures given on Drawings and the scaled measurements, the figures shall govern;
(ii) As between large scale Drawings and small scale Drawings, the large scale shall govern; and
(iii) As between Drawings and Specifications, the requirements of the Specifications shall govern.

(k) Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing or allocating the Work or in establishing the extent or scope of the Work to be performed by Subcontractors;

(l) In the event that any term, condition, or provision of this Agreement is determined to be invalid or unenforceable, all other terms, conditions and provisions shall remain in full force and effect. Furthermore, to the extent that any term, condition or provision of this Agreement is contrary to, or conflicts with, any law of the State of Oklahoma, this Agreement shall be deemed amended to comply and conform with said law;

(m) This Agreement specifically incorporates by reference the terms, conditions and provisions of 61 Okla. Stat. §§ 3, 4, 6, 9 and 10 as if stated verbatim herein; and,

(n) References in this Agreement to a specific law or statute shall be deemed to include and incorporate any subsequent modifications or amendments thereto.
4. OWNERSHIP OF THE CONTRACT DOCUMENTS

The Contract Documents, and each of them, as well as any other documents furnished by the Owner, shall be and remain the property of the Owner. In no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

5. THE WORK

The Contractor shall perform all of the Work required, implied or reasonably inferable from this Agreement. The term "Work" shall mean whatever is done or required of the Contractor to perform and complete its duties under this Agreement, including, but not limited to, the following:

(a) construction of the whole and every designated part of the Project in accordance with the Contract Documents;

(b) the furnishing of any required surety bonds, letters of credit, and insurance;

(c) the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling and all other utilities required for the construction and specifically includes the furnishing of all-necessary building permits and other permits required for the construction of the Softball Facility, Phase II.

(d) the creation and submission to the Owner of detailed and comprehensive record/as-built drawings depicting all as-built construction. Said record/as-built record drawings shall be submitted to the Architect upon final completion of the Project and receipt and approval of same by the Architect shall be a condition precedent to final payment to the Contractor.

6. CONTRACT TIME

With respect to the time for performance of this Agreement, and the Work, the Owner and the Contractor agree as follows:

(a) Site for construction will become available December 14, 2015. Pre-construction work such as shop drawings, procurement of material, submittals, etc. may commence upon receipt of notice to proceed. Substantial completion of the work shall be no later than Four Hundred and Fifty-Five (455) calendar days. The Work shall be fully and finally completed not later than Thirty (30) consecutive calendar days after the date specified for Substantial Completion. The number of calendar days from the date on which the Work is permitted to proceed, (December 14, 2015) through the date set established for Substantial Completion, shall constitute the "Contract Time."

(b) The Contractor shall pay the Owner the sums specified on Exhibit A attached hereto and by this reference made a part hereof for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the dates set forth herein for Substantial Completion. Any sums payable hereunder by the Contractor shall be payable, not as a
penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement.

(c) The term “Substantial Completion”, as used herein, shall mean that stage in the progression of the Work, as certified in writing by the Owner, when the Project is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Project and can utilize it for its intended purpose. Partial use or occupancy of any phase or part of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

(d) All limitations of time set forth in the Contract documents are of the essence of this Agreement.

(e) Weather days shall not be counted as an excused delay until the normal adverse weather days for the month have been exceeded. Weather days will not be counted as an excused delay if the work subjected to the weather delay is not critical to the timely completion of the Work or if the contractor does not make every reasonable effort to minimize the adverse impact of the weather.

Extension of Contract Time for Unusually Adverse Weather

(i) Normal adverse weather means adverse weather which, regardless of its severity, is to be reasonably expected for that particular place at that particular time of year. Any normal adverse weather days included in the Contract Time are based on historical records of temperature and precipitation. Normal adverse weather days for each month for Oklahoma City are listed herein below in these subparagraphs (1), (2), (3), and (4). Time extensions for days meeting more than one criterion will take into consideration only that criterion having the greatest impact. Those days covered by criterion (4) will be subject to the limitation as noted:

(1.) Days with maximum temperature of +32 deg. F. or less – one full day allowed;
(2.) Days with minimum temperature of +32 deg. F. or less, but whose maximum temperature is over +32 deg. F. – one half day allowed;
(3.) Days with one-half inch or more precipitation (rain or snow equivalent) occurs – one full day allowed;
(4.) Days when weather related conditions exist which prohibit proper performance of work as specified – one full day allowed. Allowance of such days will be subject to the Construction Manager making every reasonable effort to minimize the adverse impact of the conditions.

(ii) Calendar adverse weather days shall be counted as an excused delay until the normal adverse weather days for the month have been exceeded. Allowance of adverse weather days as an excused delay will be subjected to the work which is being delayed being critical to timely completion of the Work and the contractor making every reasonable effort to minimize the adverse impact of the condition.
Section 005200-6

Normal Adverse Weather Days, by Month

January  8 days  
February 7 days  
March 5 days  
April 3 days  
May 3 days  
June 3 days  
July 2 days  
August 2 days  
September 2 days  
October 3 days  
November 4 days  
December 7 days

7.  
CONTRACT PRICE AND CONTRACT PAYMENTS

With respect to the Contract Price, and the payment of same, the Owner and the Contractor agree as follows:

(a) The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, and as full and complete payment for the performance of this Agreement, the fixed sum of ___________________________ Dollars ($__________), as follows:

<table>
<thead>
<tr>
<th>Bid</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$</td>
</tr>
<tr>
<td>Alternate # 1</td>
<td>$</td>
</tr>
<tr>
<td>Alternate # 2</td>
<td>$</td>
</tr>
<tr>
<td>Alternate # 3</td>
<td>$</td>
</tr>
<tr>
<td>Alternate # 4</td>
<td>$</td>
</tr>
<tr>
<td>Alternate # 5</td>
<td>$</td>
</tr>
<tr>
<td><strong>Deduct</strong> Alternate # 6</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Deduct</strong> Alternate # 7</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

Unit Prices, shall apply to:

1. ___________________________ $  
   Per Square Foot
Section 005200-7

2.  ___________________________  

$  

Per Vertical Foot

3.  ___________________________  

$  

Per Square Foot

4.  ___________________________  

$  

Per Unit

5.  ___________________________  

$  

Per Unit

6.  ___________________________  

$  

Per Linear Foot

7.  ___________________________  

$  

Per Linear Foot

Each Unit Price set forth herein includes the complete and total cost of the respective unit including, but not limited to, all labor, material, equipment, supplies, delivery, installation, taxes, freight, insurance, fringe benefits, overhead, and profit related in any manner whatsoever to such unit. The Owner and the Contractor acknowledge and agree that the quantities applicable to Unit Prices are estimated and not guaranteed, and the Owner may specify any number, or combination, of quantities that the Owner, in its sole discretion, may determine to be necessary. FURTHERMORE, THE OWNER AND THE CONTRACTOR AGREE THAT CHANGES IN ESTIMATED QUANTITIES SHALL NOT RESULT IN ANY CHANGE IN THE UNIT PRICES SET FORTH HEREINABOVE.

The sum set forth in this Subparagraph 7(a) shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

(b) The Contract Price, as set forth in Subparagraph 7(a) hereinabove, includes the alternates described in the Contract Documents and which are hereby accepted by the Owner:

(c) Within ten (10) calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner and the Architect a schedule of values reasonably allocating the Contract Price among the different elements of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the
Section 005200-8

Architect or the Owner may require to substantiate its accuracy. The Contractor shall not arbitrarily or artificially minimize or overstate any element of the Schedule of Values. The violation of this provision by the Contractor shall constitute a material breach of this Agreement and shall be deemed a material misrepresentation by the Contractor to the Owner. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner;

(d) The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Subparagraph 7(d). Based upon the Contractor's Requests for Payment submitted to the Architect and accepted by the Owner and upon written Approvals for Payment subsequently issued to the Owner by the Architect and accepted by the Owner, the Owner shall make progress payments to the Contractor on account of the Contract Price, by the following process:

(1) The Contractor, on or before the twenty-fifth (25th) day of each month after commencement of the Work, shall submit a Request for Payment for the period ending the fifteenth (15th) day of that month. Said Requests for Payment shall be in such form and manner, and with such supporting data and content, as the Architect or the Owner may require. In its request for payment, the Contractor may request payment for ninety five percent (95%) of that portion of the Contract Price properly allocable to Work performed during the period covered by the Request and for materials necessary for the Work and properly stored at the Project site (or elsewhere if approved in advance in writing by the Owner), in accordance with 61 Okla. Stat.§ 226. Payment for stored materials shall be conditioned upon the Contractor's proof, satisfactory to the Owner, that the Owner has title to such materials and shall include proof of required bonded warehouses and insurance.

(2) The Contractor shall sign each such Request for Payment, which shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in a good and workmanlike manner consistent with best practices in the industry in full accordance with this Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect shall review the Request for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Request for Payment and is as required by this Agreement. The Request for Payment, and the Work relating thereto, may also be reviewed by the Owner for the same purposes.

(3) The Architect shall determine and approve in writing the amount, in the opinion of the Architect, properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the later of Architect's and Owner's written approval of each Request for Payment and the Contractor’s compliance with all provisions of the subparagraph unless funding sources are based upon OCIA Bond Funds, in which case, the Owner shall make partial payments on account of the Contract Price to the Contractor within sixty (60) days following the later of the Architect's and Owner's written approval of each Request for Payment and the Contractor's compliance with all provisions of the subparagraph. The amount of each partial payment shall be the amount approved for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner which the Owner shall have the right to withhold as authorized by this Agreement. The Architect's
approval of the Contractor's Requests for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Subparagraph 7(g) herein below. The submission by the Contractor of a Request for Payment shall include an affirmative representation and warranty, in a form acceptable to the Owner, that all Work for which payments have been received from the Owner is free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor and any other person or entity whatsoever and that all payroll and other taxes owing by Contractor have been paid in full.

(4) The Contractor, as a condition precedent to payment, shall also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all Subcontractors, materialmen and suppliers wherein said Subcontractors, materialmen and suppliers shall acknowledge receipt of all sums due pursuant to all prior Requests for Payment and waive and relinquish any liens or lien rights relating thereto. Furthermore, the Contractor warrants and represents that upon payment of the Request for Payment submitted, title to all Work covered thereby shall immediately pass to the Owner;

(5) The Oklahoma Supreme Court has determined that there can be no liens on public property.

(e) Upon receipt of any payment, or partial payment, from the Owner, the Contractor shall promptly pay all Subcontractors, materialmen, laborers, and suppliers such amounts as they are entitled for the Work covered by such payment or partial payment in accordance with 61 Okla. Stat. § 224. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor, materialman, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any Subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future;

(f) No progress payment, or other payment, to the Contractor, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute acceptance of any Work not in strict accordance with this Agreement, nor shall it be deemed an acknowledgement that the Work is of the quality required;

(g) The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(i) Defective Work not remedied by the Contractor or which, in the opinion of the Owner, is not likely to be remedied by the Contractor.

(ii) Damages, claims, or potential claims of third-parties to or against the Owner or the Owner's property relating or arising out of any acts or omissions of Contractor, any of its subcontractors or their employees, agents, materialman, laborers or suppliers;

(iii) Failure by the Contractor to pay Subcontractors, materialmen, laborers, suppliers or others in a prompt and proper fashion;
(iv) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;

(v) Evidence that the Work will not be completed in the time required for substantial or final completion;

(vi) Failure or refusal by the Contractor to perform the Work in accordance with this Agreement;

(vii) Costs for the repair, replacement or corrections to telecommunications cable/fiber made necessary by disrupting, damaging, or cutting existing telecommunications cable/fiber by the Contractor or subcontractors during the performance of the work.

(viii) When the Owner reasonably believes that Substantial or Final Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial or Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

(ix) Damages, claims, or potential claims of third-parties to go against the Owner or the Owner's property relating to or arising out of damages or loss of offsite stored materials in which Title has passed to Owner, including damages or loss during transit to the job site or thereafter during the Work.

(h) If within thirty (30) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor may stop the work until payment is made after first providing seven (7) days' written notice of intent to suspend work as required to comply with 61 Okla.Stat. § 225 of The Fair Pay in Construction Act. No interest shall be due the Contractor for any late payment by the Owner SAVE AND EXCEPT any interest which may be due under the provisions of 61 Okla. Stat. § 113.3;

(i) When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Owner and Architect a list of items to be completed or corrected to which the Architect and Owner shall add their items and such shall be approved by the Owner. Such list when so completed and approved by Owner shall be the “Punch List”. The Architect and Owner may make such corrections, modifications and additions to such list as they deem appropriate based upon inspections of the Work. The items on the “Punch List” shall be completed by the Contractor within 30 days after such Owner approved List is received by the Contractor. When the Owner, on the basis of an inspection by the Architect, determines that the Work is in fact substantially complete, the Owner will prepare and sign a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees and equipment warranties required and established by this Agreement shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Contractor for its written acceptance of the responsibilities assigned to it in such Certificate. Upon Substantial Completion of the Work, and upon execution by the
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Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable costs as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims;

(j) When all of the Work is timely complete and the Contractor is ready for a final inspection thereof, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Owner will make final inspection of the Work and, if such Work is complete in full accordance with this Agreement and this Agreement has been fully performed, the Owner will issue a final Approval for Payment certifying the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Agreement. If the Owner is unable to issue its final Approval for Payment and is required to repeat its final inspection of such Work, the Contractor shall bear the cost of such repeat final inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;

(k) If the Contractor fails to achieve Final Completion within the time fixed thereof in any Certificate of Substantial Completion, the Contractor shall pay the Owner the sums specified on Exhibit B attached hereto and by this reference made a part hereof for unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement;

(l) As a condition precedent to final payment, the Contractor shall submit to the Owner and the Architect an affidavit in form acceptable to the Owner that all sums due to subcontractors and others for labor, material, equipment, and supplies, and that other liabilities, including taxes, connected with the Work or this Agreement have been paid in full and satisfied.

As a further condition precedent to payment, the Contractor shall furnish to the Owner releases and waivers of lien, also in form acceptable to Owner, from all Subcontractors of the Contractor and from any and all other parties required by the Owner or the Architect, along with consent of surety, if any, to final payment. If any third-party fails or refuses to provide a release of claim or waiver of lien as required by the Owner or the Architect, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability. Furthermore, as a condition precedent to final payment, the Contractor shall furnish to the Owner, in a clean, well organized, and useable manner, all warranties, operating manuals, instruction manuals, and other documents required by this Agreement;

(m) The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Architect's and Owner's execution of a final Approval for Payment if all other requirements under this Agreement have then been satisfied.

(n) Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.
8. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

The Owner shall supply the following information and material to the Contractor:

(a) If the Contractor requests in writing, the Owner shall furnish to the Contractor, prior to the execution of this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. Furthermore, if the Contractor requests in writing, the Owner shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site. By furnishing any or all of the materials or information described in this sub-paragraph, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability thereof; to contractor, any subcontractor or any other entity relating to the content or accuracy of any such materials or information.

(b) Excluding the building permit and other permits and fees required of the Contractor by this Agreement, or permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction, and shall pay for necessary assessments and charges required for construction use or occupancy of permanent structures or for permanent changes in existing facilities;

(c) The Owner shall furnish the Contractor, without charge, ten (10) copies of the Contract Documents for execution of the Work. The Contractor will be charged, and shall pay the Architect the full cost for printing and binding for each additional set of Contract Documents which it may require.

9. CEASE AND DESIST ORDER

In the event the Contractor fails or refuses to perform the Work in accordance with this Agreement, the Owner may instruct the Contractor to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected to the Owner's satisfaction, or the Owner instructs in writing that the Work may resume. Furthermore, in the event the Owner issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected in a timely manner, then the Owner shall have the right to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by the Owner. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

10. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Agreement, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:
(a) The Contractor is again reminded of its continuing duties set forth in Subparagraph 3(i). The Contractor shall perform no part of the Work at any time without adequate Contract Documents and, as appropriate, approved shop drawings, product data or samples for such portion of the Work. If the Contractor performs or permits any subcontractor to perform any of the Work knowing it involves an error, inconsistency or omission in the Contract Documents, the Contractor shall bear responsibility for such performance and shall bear the cost of correction;

(b) All Work performed by the Contractor shall be in strict conformity with this Agreement;

(c) The Work performed by the Contractor shall be strictly supervised and directed using the Contractor's best and highest skill and effort. The Contractor warrants and represents that it shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor;

(d) The Contractor warrants to the Owner that all labor furnished to prosecute the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. Any and all Work not strictly conforming to these requirements may be considered defective;

(e) The Contractor shall obtain and pay for all utility locates within the site for the Work. The Contractor shall not permit excavation, demolition or utility relocation to occur without a University of Central Oklahoma excavation permit.

(f) The Contractor shall obtain and pay for all building permits, and other permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work;

(g) The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary furnished to the Owner and Architect, the superintendent shall be deemed to be the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect. Key supervisory personnel assigned by the Contractor to this Project are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>FUNCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________________</td>
<td>______________</td>
</tr>
<tr>
<td></td>
<td>Project Superintendent</td>
</tr>
<tr>
<td>______________________________</td>
<td>______________</td>
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<tr>
<td></td>
<td>Project Manager</td>
</tr>
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<td>______________________________</td>
<td>______________</td>
</tr>
<tr>
<td></td>
<td>(Other)</td>
</tr>
</tbody>
</table>

(h) The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect, for their information, the Contractor's schedule for completing the Work and a schedule for the submission of submittal documents, shop drawings and product data. Such schedules shall be in a form acceptable to the Owner. The Contractor's schedules shall be revised no less frequently than monthly (unless the parties otherwise
agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Subparagraph 10(h) is a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with provisions of this subparagraph shall constitute a material breach of this Agreement;

(i) The Contractor shall continuously maintain at the site for the benefit of the Owner and the Architect, one record copy of this Agreement marked to record, on a current basis, changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and the Architect, a copy of approved shop drawings, product data, samples, and other required submittals, such as a set of plans approved by the State Fire Marshal or Authority Having Jurisdiction. Upon final completion of the Work, all of these record documents shall be delivered to the Owner and shall become the property of the Owner.

(j) Shop drawings, product data, samples, and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittals shall have been approved in writing by the Architect. Approval by the Architect, or the Owner, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of this Agreement. The Contractor shall only submit shop drawings, product data, samples and other submittals which are in conformity with this Agreement, and the submittal of said documents shall be timely so as not to delay the Work. Furthermore, all shop drawings, product data, samples and other submittals shall show the relationship of each such submittal to the other Work and shall indicate required installation sequences. The Owner and the Architect shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any rejection. The Contractor acknowledges and represents that it has the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner or the Architect;

(k) The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with the Contractor’s property, there from;

(l) At all times relevant to this Agreement, the Contractor shall provide access to the Work to the Owner and the Architect.

11. INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents, representatives and employees from and against any and all cost, expense, damage and liability for claims, suits, damages, losses, costs, liability and expenses, including attorneys’ fees and expenses, and fees and expenses of experts, arising out of or resulting from performance of this...
Agreement and the Work including such claims, suits, damage, loss, costs, liability or expense attributable to personal injury, bodily injury, sexual or racial harassment, sickness, disease or death, failure to comply with Federal or State Laws, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, caused in whole or in part by the intentional and/or negligent acts or omissions of the Contractor, a Subcontractor, or their agents or employees regardless of whether or not such claim, suit, damage, loss, cost, liability or expense is caused in part by the party indemnified hereunder. In claims against any person or entity indemnified under this Paragraph 11 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 11 shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

12. **THE PROJECT ARCHITECT**

[Note: This section is informational only, and is not part of the duties and responsibilities of the Contractor]

Unless otherwise directed by the Owner in writing, the Architect will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Agreement (the "Architect's Responsibilities"). The duties, obligations and responsibilities of the Architect shall include, but are not limited to, the following:

(a) Unless otherwise directed by the Owner in writing, the Architect shall be the Owner's representative with respect to the Architect's Responsibilities from the effective date of this Agreement until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Agreement;

(b) Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Architect with respect to the Architect's Responsibilities;

(c) The Architect shall be the initial interpreter of the requirements of the Drawings, Plans and Specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor;

(d) The Architect will review the Contractor's Requests for Payment and will approve in writing those amounts due the Contractor as provided in this Agreement subject to the rights of the Owner as specified in this Agreement including specifically paragraphs 6, 7 and 9 hereof;

(e) The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Agreement. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with requirements of this Agreement;

(f) The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including shop drawings, product data and samples. Such review, approval or other action shall be for the purpose of determining conformance with the design concept and the Contract Documents;
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(g) The Architect will prepare change orders and, if permitted in writing by Owner, may authorize minor changes in the Work by Field Order as provided in subparagraph (j) of this paragraph;

(h) The Architect shall, upon written request from the Contractor, conduct inspections to determine the dates of Substantial Completion and the date of final completion of each phase, receive and forward to the Owner for the Owner’s review any records, written warranties and related documents required by this Contract and issue a final Approval for Payment upon compliance with the requirements of this Agreement subject also to the rights of the Owner regarding approvals and payments as specified in this Agreement;

(i) Unless otherwise directed by Owner, the Architect’s decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement;

(j) If permitted in writing by Owner, the Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of this Agreement. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly;

(k) THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE ARCHITECT. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE OWNER AND THE ARCHITECT. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ARCHITECT TO OR ON BEHALF OF THE OWNER.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

13. CLAIMS BY THE CONTRACTOR

(a) Should concealed and unknown conditions encountered in performance of the Work (i) below the surface of the ground; or (ii) in an existing structure, be at variance with the conditions indicated by this Agreement, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, and if such conditions could not have been discovered or anticipated as a result of inspection, testing, inquiry or other due diligence the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided by this Subparagraph 13(c) shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition;
(b) If the Contractor is delayed, disrupted, interfered with or hindered in prosecuting any task which, at the time of the delay, disruption, interference or hindrance (hereinafter in this Subparagraph 13(b) collectively referred to as "DELAY") is then critical, or which during the DELAY becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner’s behalf, or from war, acts of terrorism or civil emergencies, strikes, embargos, fire, weather delays described in subparagraph 6(e) hereof, tornados, hurricanes, severe ice storms, damage from lighting or severe windstorms, or highly unusual delays in transportation, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time (equal to the period of delay resulting from the enumerated causes) as the Owner may determine. A task is critical within the meaning of this Subparagraph 13(b) if, and only if, said task is on the critical path of the contract schedule so that a DELAY in performing such task will DELAY the ultimate completion of the Project. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor’s basis for requiring additional time in which to complete the Project. In the event the DELAY to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph 13(b), any claim for an extension of time shall be waived. FURTHERMORE, IT IS EXPRESSLY AGREED THAT, EXCEPT AS QUALIFIED BELOW IN THIS SUBPARAGRAPH 13(b), AN EXTENSION OF THE CONTRACT TIME IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CONTRACTOR IN THE EVENT OF DELAY. IN NO EVENT, AND UNDER NO CIRCUMSTANCES, SHALL THE CONTRACT SUM BE INCREASED FOR, NOR SHALL THE CONTRACTOR CLAIM, RECOVER, OR RECEIVE PAYMENT FOR, ANY COST, LOSS, EXPENSE, DAMAGES, OR COMPENSATION OF ANY KIND OR NATURE BY REASON OF ANY DELAY TO THE PROJECT, WHETHER CRITICAL OR NON-CRITICAL, AND WHETHER CAUSED IN WHOLE OR IN PART BY THE OWNER OR ANYONE ACTING ON THE OWNER’S BEHALF, EXCEPT FOR SUCH DELAYS AS ARE CAUSED SOLELY BY THE DIRECT, ACTIVE AND WILLFUL INTERFERENCE OF THE OWNER WITH THE WORK OF THE CONTRACTOR OR SOLELY BY OWNER’S BAD FAITH. EXCEPTING ONLY DIRECT DAMAGES ARISING BECAUSE OF DELAY CAUSED SOLELY BY THE DIRECT, ACTIVE AND WILLFUL INTERFERENCE OF THE OWNER IN THE WORK OF THE CONTRACTOR OR SOLELY BY OWNER’S BAD FAITH, THE CONTRACTOR SHALL NOT BE ENTITLED TO ANY DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT, OR OTHER COST, LOSS, EXPENSE, OR DAMAGE, INCLUDING BUT NOT LIMITED TO THE COST OF ACCELERATION OR INEFFICIENCY, ARISING BECAUSE OF DELAY FROM ANY CAUSE WHATSOEVER, WHETHER SUCH DELAY BE REASONABLE OR UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, OR AVOIDABLE OR UNAVOIDABLE.

(c) Claims by the Contractor are subject to the following terms and conditions:

(1) All Contractor claims shall be initiated by written notice of claim submitted to the Owner and the Architect. Such written notice must be furnished within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to the claim, and same must set forth all facts and circumstances supporting the claim;
Section 005200-18

(2) Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Agreement and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph 13 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor; and

(3) In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to circumstances in which such claims are specifically permitted in this Agreement and then shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor, nor shall same include home office overhead, loss of bonding capacity, loss of capital, loss of efficiency, loss of productivity, or loss of profits. The Owner shall not be liable to the Contractor for claims of third-parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

14. SUBCONTRACTORS

A subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. Upon execution of this Agreement, the Contractor shall furnish the Owner and the Architect, in writing, the names of all persons or entities proposed by the Contractor to act as Subcontractors on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractors. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. All subcontracts shall provide that the Contractor shall have rights against the Subcontractor which corresponds to those rights afforded to the Owner against the Contractor herein, including those rights of Contract termination as set forth below.

15. CHANGES IN THE WORK

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order. The Contractor shall proceed diligently with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

(a) Change Order shall mean a written order to the Contractor executed by the Owner, the Architect, and the Contractor issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Work, The Contract Price and the Contract Time may be changed only by Change Order.

(b) All Change Orders shall include the following items relating to the Change Order:

(i) The change in the Contract Price resulting from the Change Order.
(ii) The reasonable cost of materials, supplies or equipment including delivery cost, with costs per item.
Section 005200-19

(iii) Reasonable cost of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance with number of hours per operation and the cost per hour.

(iv) Reasonable rental cost of machinery and equipment exclusive of hand tools whether rented from the Contractor or others with itemization of all equipment showing type of equipment, number of each type, cost per hour of each type and number of hours of actual operation of each type.

(v) Itemized reasonable cost of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work.

(vi) Itemized reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price.

(vii) Contractor overhead and profit which, in the aggregate, shall not exceed ten (10) percent.

(viii) Subcontractors' overhead and profit which, in the aggregate shall not exceed fifteen (15) percent.

(c) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Price and the Contract Time. The Contractor, by executing any Change Order shall waive and forever release any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

(d) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approvals are required by the Owner, the Architect, and the Contractor's surety or by law. The Contractor's execution of the Change Order shall, if notice to the surety or the surety's consent or approval is required, constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

(e) All Change Orders shall be subject to the provisions of 61 Okla. Stat. § 121.

16.

UNCOVERING AND CORRECTING WORK

The following terms and conditions are applicable to uncovering Work and the correction of defective and deficient Work:

(a) If any of the Work is covered contrary to the request of the Owner or the Architect, or contrary to any provision of this Agreement, said Work shall, if required by the Owner or the Architect, be uncovered for inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time;

(b) If any of the Work is covered in a manner other than as specified in Subparagraph 16(a) above, it shall, if required by the Owner or the Architect, be uncovered for inspection. If such Work conforms strictly to this Agreement, the cost of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not
strictly conform to this Agreement, the Contractor shall pay the cost of uncovering and proper replacement;

(c) The Contractor shall immediately proceed to correct Work rejected by the Owner or by the Architect as defective or failing to conform to this Agreement. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimburse the Owner for any fees and expenses of the Architect relating thereto;

(d) If within one (1) year after final completion of the Work and issuance of the final Approval for Payment, any of the Work is found to be defective or not in accordance with this Agreement, the Contractor shall correct it promptly at Contractor’s sole expense upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Agreement;

(e) Nothing contained in Subparagraph 16(d) above shall establish any period of limitation with respect to other obligations of the Contractor under this Agreement. Establishment of the one year time period in Subparagraph 16(d) above relates only to the duty to the Contractor to specifically correct the Work described in that Subparagraph; and

(f) If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (I) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include such defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the owner; pay the Owner such remaining compensation for accepting defective or nonconforming Work.

17. TERMINATION BY THE CONTRACTOR

This Agreement may be terminated by the Contractor in accordance with the following terms and conditions:

(a) If the Work is stopped for a period of ninety (90) consecutive days by an order of any court or other public authority, or as a result of any act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Agreement and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all Work done prior to the effective termination date and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items;

(c) If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Agreement by written notice to the Owner and the Architect. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the
Contractor's performance under this Agreement for convenience pursuant to Subparagraph 18(a) hereunder.

18. **TERMINATION BY THE OWNER**

The Owner may terminate this Agreement in accordance with the following terms and conditions:

(a) The Owner may, for any reason whatsoever, terminate performance under this Agreement by the Contractor for Owner's convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders promptly within a reasonable time. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment purchased or leased solely for the work, and all parts, fixtures, information and Contract rights relating to the work as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:

(i) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner and the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Subparagraph (iii) below;

(ii) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

(iii) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(1) Contract prices for labor, materials, equipment and other services accepted under this Agreement; based upon the percentage of completion of the work based upon the schedule of values in effect on the effective date of termination.

(2) Reasonable costs incurred in preparing to perform the terminated portion of the Work and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
Section 005200-22

(3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 18(a) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 18(a) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(b) If the Contractor;

(i) persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials;
(ii) if it fails to make prompt payment to Subcontractors or for materials or labor;
(iii) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
(iv) otherwise is guilty of a substantial violation of a material provision of this Agreement, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient.

In such cases, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the then unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for the Architect's additional services and expenses made necessary by the termination, such excess shall be paid to the Contractor. If such cost exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Agreement. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 18(b) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 18(a) and the provisions of Subparagraph 18(a) shall apply.

19. INSURANCE

Note: Insurance amounts will vary due to project requirements

The Contractor shall have and maintain insurance in accordance with the following requirements:

(a) Insurance shall be written and maintained for not less than the following amounts:

(1) Workers Compensation and Employer's Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>(B) Employer's Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$ 100,000.00</td>
</tr>
<tr>
<td>Diseases - Policy Limit</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>Diseases - Each Employee</td>
<td>$ 100,000.00</td>
</tr>
</tbody>
</table>
Section 005200-23

(2) Commercial General Liability (policy coverage shall be on an occurrence basis, and shall include coverage for collapse and underground hazards)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) General Aggregate</td>
<td>$3,000,000.00</td>
</tr>
<tr>
<td>(B) Products and Completed Operations Aggregate</td>
<td>$3,000,000.00</td>
</tr>
<tr>
<td>(C) Personal and Advertising Injury</td>
<td>$1,500,000.00</td>
</tr>
<tr>
<td>(D) Each Occurrence</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>(E) Fire Damage (any one fire)</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>(F) Medical Expense (any one person)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

(3) Automobile Liability (policy coverage shall include any auto, hired autos, and non-owned autos)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Bodily Injury</td>
<td></td>
</tr>
<tr>
<td>Per Person</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Per Accident</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>(B) Property Damage</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>(C) Combined Single Limit</td>
<td>$2,000,000.00</td>
</tr>
</tbody>
</table>

(4) Excess Liability (Umbrella Form)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Occurrence</td>
<td>$3,000,000.00</td>
</tr>
<tr>
<td>(B) Aggregate</td>
<td>$3,000,000.00</td>
</tr>
</tbody>
</table>

(5) Owner's and Contractors Protective Liability Insurance. Complete Owners and Contractors Protective Liability Insurance with the Architect as additional insured, in the following amounts:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) General Aggregate</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>(B) Each Occurrence</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

(6) Property Insurance. Until the work is completed and finally accepted by the Owner, property insurance in the All-Risk form (or Installation Floater) on the full insurable value of the work included under this Agreement.

(b) Additional Requirements. All insurance policies required hereunder shall:

(1) Be issued by reputable and financially responsible insurance carriers licensed to do business in the State of Oklahoma.

(2) Contain Waiver of Subrogation provisions reasonably satisfactory to Owner.

(3) Contain deductibles and exclusions reasonably acceptable to the Owner.
Section 005200-24

(c) A certificate or certificates of insurers that required insurance is in force shall be furnished to the Owner before Work commences, at each renewal date and at any time thereafter that any change is made in carriers or coverage.

(d) Contractor’s Liability Insurance
(1) A statement shall be included on each insurance certificate which states that the insurance coverages which are being provided meet or exceed the minimum coverages required by this Agreement. Each insurance certificate shall have a 30-day notification to the Owner of policy cancellation, non-renewal, or material changes.

(2) During the term of the Agreement for Construction Contractor shall notify Owner within ten (10) business days, in writing, of any and all claims made against Contractor of which Contractor has notified its Commercial General Liability or other liability insurance carrier. The notice to Owner shall include, without limitation, the name business address and telephone Number of the claimant and the date the claim was made, the general nature of the claim and the amount thereof. Furthermore, upon request by Owner, Contractor promptly shall inform Owner, in writing, of any and all claims made against Contractor of which Contractor has notified its Commercial General Liability insurance carrier for the twelve (12) months prior to entering into this Agreement.

20.
COMPLIANCE WITH LAWS

Throughout the term of this Agreement, Contractor shall fully comply with all applicable laws and ordinances and the applicable orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate administrative officers and agencies having jurisdiction, relating to but not limited to, Occupational Health and Safety Act, Environmental Protection Act, International Building Code, Employment Laws, Immigration Laws, Civil Rights Laws, Executive Order 11246, the Vocational Rehabilitation Act of 1973 (§503), the Americans with Disabilities Act, the Equal Employment Opportunities Act (42 U.S.C. § 2000e, et seq.) and the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 U.S.C. § 4212 [formerly 2012]).

All Contractors and Subcontractors performing The work shall conform to the labor laws of the State of Oklahoma, the United States of America and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto including the Federal Register, Vol. 36, No. 74, Part II. Additionally, Contractor shall not hire employees or subcontractors/consultants whose employees are not authorized to legally work in the United States of America in compliance with current U.S. and Oklahoma Immigration laws

21.
ENVIRONMENTAL, HEALTH AND SAFETY

The Contractor shall be fully responsible for environmental, health, and safety issues on the Project site. The Contractor shall perform all Work under this Agreement in a manner to prevent bodily injury, damage to property, and damage to the environment. The Contractor shall fully comply with all laws, regulations, ordinances, and governmental mandates relating to environmental, health and safety, including but not limited to, all such laws, regulations, ordinances, and governmental mandates pertaining to fire protection, blasting, and excavation. The Contractor shall continuously inspect all operations, Work, materials, and equipment and shall be solely responsible for the discovery, determination, correction, and prevention of any and all conditions which constitute a risk of bodily injury, property damage, or damage to
Section 005200-25

the environment. The Contractor, employees, and subcontractors/consultants shall all be adequately trained and have appropriate equipment and personal protective equipment for work at the site at all times and be knowledgeable of safe work practices and procedures. A safety plan for the site shall be maintained on the site and a copy given to the UCO Office of Environmental Health and Safety. A finding by Owner or Architect of any environmental, health, or safety, hazard, risk, or violation shall by the Contractor, any subcontractor or any employee or Agent of either of them constitute a major breach of this Agreement.

22. SURETY BONDS

The Contractor shall furnish separate completion, payment and warranty bonds, or irrevocable letters of credit, as required by Oklahoma law and said bonds or letters of credit shall be in a form and content acceptable to the Owner and shall be executed by a surety, or sureties, bank, or banks, reasonably acceptable to the Owner. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of each of any of such bonds or letters of credit which relate to the Contract price shall be deemed adjusted by like amount.

23. PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any Subcontractor of the Contractor, shall be made available to the Owner for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, photos, or other writings or things which may be digital or analog (electronic) or physical (in writing or print) which document the Project, its design, or its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than five (5) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

24. PAYROLL TAXES AND RECORDS

(a) Contractor assumes full responsibility for the payment of all contributions and payroll taxes (State and Federal) as to all Subcontractors and employees engaged in the performance of Work pursuant hereto, and further agrees to check and meet all requirements that might be specified under regulations of the administrative officials, agencies, or board charged with the enforcement of any State or Federal act on the subject. The Contractor agrees to furnish Owner, upon request, a certificate or other evidence of compliance therewith.

(b) Payroll Records: In compliance with the Senate Bill 132 as passed by the Thirtieth Oklahoma Legislature, the Contractor and each Subcontractor shall keep an accurate record showing the names and occupation of all workmen employed by them in connection with the Work, and showing actual wages paid to each of the workmen which records shall be open at all reasonable hours to the inspection of the department or public body awarding the contract, its officers and agents.
Section 005200-26

25. **MINORITY BUSINESS ENTERPRISE PARTICIPATION**

Contractor is required to provide a list to owner of all subcontracts and major material purchase orders awarded to certified minority business enterprises for this project. At the time of submission of the initial Schedule of Values, Contractor shall supply a list of the names and addresses of certified minority business enterprises and the anticipated amount of each subcontract or purchase order with such enterprises.

26. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, which shall be the forum for any lawsuit arising from or incident to the Agreement.

27. **SUCCESSORS AND ASSIGNS**

The Owner and the Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. The Owner and the Contractor shall not assign this Agreement without prior written consent of the other party.

28. **NOTICES**

All notices required to be delivered hereunder shall be in writing and deemed to have been made three (3) business days after being deposited in the United States mail if given by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing.

Owner: Contractor:

Director, Architectural and Engineering Services  
The University of Central Oklahoma  
100 North University Drive  
Edmond, OK  73034

29. **WAIVER**

Any waiver, express or implied, by either party of any breach of any term or condition contained herein shall operate as such only in the specific instance and shall not be construed as an assent to or waiver of any subsequent breach or condition of this Agreement.

University of Central Oklahoma  
ITB 2016B2  
Bid Due and Opening Date and Time:  
Thursday September 3, 2015 at 3:00 P.M. CST  
www.uco.edu
IN WITNESS WHEREOF we have set our hand and seal.

30. SIGNATURE AUTHORITY

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective party.

OWNER: University of Central Oklahoma

By: ____________________________
   Signature

Dr. Don Betz, President
or Designee

CONTRACTOR: Contractor Name

By: ____________________________
   Signature

(Printed Name, Title & Address)

NOTARY:

My Commission Expires: ____________

Signature

NOTARY:

My Commission Expires: ____________

Signature
NON-COLLUSION AFFIDAVIT

STATE OF ____________________________________________

COUNTY OF ____________________________________________

___________________________________, of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly authorized agent of _________________________, the contractor under the Agreement for Construction which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Agreement for Construction to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Agreement; and

3. neither the contractor nor anyone subject to the contractor’s direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

____________________________________________
Name, Title

Subscribed and sworn to before me this ________ day of _________________________, 20________.

____________________________________________
Notary Public (or Court Clerk or Judge)

My Commission Expires:

____________________________________________
Section 005201

EXHIBIT A

LIQUIDATED DAMAGES, SUBSTANTIAL COMPLETION

Liquidated Damages for failure to achieve Substantial Completion of the Work no later than Four Hundred and Fifty-Five (455) calendar days shall be $2,000 per consecutive calendar day of unexcused delay until Substantial Completion is accepted.
EXHIBIT B

LIQUIDATED DAMAGES, FINAL COMPLETION

Liquidated Damages for failure to achieve Final Completion of the Work within 30 consecutive calendar days of Substantial Completion shall be $500 per day for each and every consecutive calendar day of unexcused delay.
Section 006113.13

PERFORMANCE BOND
(61 Okla. Stat. § 113 B.2.)

________________________________________________________, as surety (the “Surety”),
and ______________________________________________________, as principal (the “Contractor”),
enter into and execute this bond (“the Bond”), and bind themselves in favor of the Regional University
System of Oklahoma, University of Central Oklahoma, an agency of the State of Oklahoma, as obligor (the
“Owner”), in the penal sum of ______________________________________________________Dollars
($                  ) as of the _________ day of ___________________________, 20 ______.

WHEREAS, the Contractor has entered into an agreement with the Owner of even date herewith
(the “Agreement for Construction”) for construction of the __________ Facility (the “Project”);
and,

WHEREAS, the Owner has required the Contractor to furnish this Bond containing the terms and
conditions set forth herein as a condition to executing the Agreement for Construction with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves,
their heirs, administrators, executors and successors agree:

1. The Agreement for Construction is hereby incorporated herein and by reference made a part hereof
to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are
bound for the full and proper performance and prompt completion of the Agreement for Construction
including without exception all of its terms and conditions, both express and implied. In the event the
contract price as set forth in the Agreement for Construction is increased by change order or amendment,
the penal sum of this bond as set forth hereinabove shall be deemed increased by the same amount as
such increase in the contract price.

2. If the Contractor is in default of the Agreement for Construction, the Owner, by letter to the
Contractor and the Surety, shall declare the Contractor to be in default.

3. Within thirty (30) days after the Owner has satisfied the requirements of Paragraph 2, the Surety
shall take the following actions:

(a) Proceed itself, or through others acting on its behalf, to promptly complete and fully and
properly perform the Agreement for Construction including, without limitation, correction of
defective and nonconforming work performed by or on behalf of the Contractor. During
such performance by the Surety, the Owner shall pay the Surety from its own funds only
such sums as would have been due and payable to the Contractor under the Agreement
for Construction as and when they would have been due and payable in the absence of
default by the Contractor; and,

(b) Take any and all other acts mutually agreed upon in writing by the Owner and the Surety.
Section 006113.13-2

4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages for delay in completion of the Project, and fees, expenses and costs incurred at the direction or request of the Surety.

5. In no event shall the Surety be obligated to the Owner hereunder for sums in excess of the penal sum.

6. The Surety waives notice of any changes to the Agreement for Construction including, without limitation, changes in the contract time, the contract price, or the work to be performed.

7. This Bond is executed pursuant to the terms, conditions and provisions of 61 Okla. Stat. § 113 B.2. which statute is incorporated herein by reference.

8. Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

Surety: _________________________________________________
________________________________________________________________________
________________________________________________________________________

Contractor: _________________________________________________
________________________________________________________________________
________________________________________________________________________

Owner: Regional University System of Oklahoma
Office of the President
University of Central Oklahoma
100 N. University Dr.
Edmond, OK 73034

Contractor's Name: _______________________________________________________ SEAL
________________________________________________________________________

Contractor's Signature
By: ____________________________________________________________________
Title: ___________________________________________________________________

Surety's Name: _________________________________________________________SEAL
________________________________________________________________________

Surety's Signature
By: ____________________________________________________________________
Title: ___________________________________________________________________

University of Central Oklahoma
ITB 2016B2
Bid Due and Opening Date and Time:
Thursday September 3, 2015 at 3:00 P.M. CST
www.uco.edu
PAYMENT BOND
(61 Okla. Stat. § 113 B.1.)

______________________________, as surety (the “Surety”), and ________________________________, as principal (the “Contractor”), enter into and execute this bond (“the Bond”), and bind themselves in favor of the Regional University System of Oklahoma University of Central Oklahoma, an agency of the State of Oklahoma, as obligee (the “Owner”), in the penal sum of ___________________________ Dollars ($_________) as of the _________ day of ___________________________, 20______.

WHEREAS, the Contractor has entered into an agreement with the Owner of even date herewith (the “Agreement for Construction”) for construction of the Mitchell Hall Backstage Facility - Project (the “Project”); and,

WHEREAS, the Owner has required the Contractor to furnish this Bond containing the terms and conditions set forth herein as a condition to executing the Agreement for Construction with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Agreement for Construction is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full and proper performance and prompt completion of the Agreement for Construction including without exception all of its terms and conditions, both express and implied. Furthermore, the Surety and the Contractor are bound to ensure that the Contractor shall pay all indebtedness incurred by the Contractor, his subcontractors, and all materialmen for such labor, material, rental of machinery or equipment, and repair of and parts for equipment as are used or consumed in the performance of the Contract. In the event the contract price as set forth in the Agreement for Construction is increased by change order or amendment, the penal sum of this bond as set forth hereinabove shall be deemed increased by the same amount as such increase in the contract price.

2.

If the Contractor is in default of the Agreement for Construction, or its payment obligations arising there under, the Owner, by letter to the Contractor and the Surety, shall declare the Contractor to be in default.

3.

Within thirty (30) days after the Owner has satisfied the requirements of Paragraph 2, the Surety shall take the following actions:

(a) Proceed itself, or through others acting on its behalf, to promptly complete and fully and properly perform the Agreement for Construction including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety, the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor under the Agreement for Construction as and when they would have been due and payable in the absence of default by the Contractor; and,

(b) Pay all indebtedness incurred by the Contractor, his subcontractors, and all materialmen for such labor, material, rental of machinery or equipment, and repair of and parts for equipment as were used or consumed in the performance of the Contract; and,
Section 006113.16-2

(c) Take any and all other acts mutually agreed upon in writing by the Owner and the Surety.

4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor’s default(s), including without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages for delay in completion of the Project, and fees, expenses and costs incurred at the direction or request of the Surety.

5. In no event shall the Surety be obligated to the Owner hereunder for sums in excess of the penal sum.

6. The Surety waives notice of any changes to the Agreement for Construction including, without limitation, changes in the contract time, the contract price, or the work to be performed.

7. This Bond is executed pursuant to the terms, conditions and provisions of 61 Okla. Stat. § 113 B.1. which statute is incorporated herein by reference.

8. Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

Surety: __________________________________________________________

Contractor: ______________________________________________________

Owner:  Regional University System of Oklahoma
Office of the President
University of Central Oklahoma
100 N. University Drive
Edmond OK, 73034

Contractor’s Name: ____________________________________________ SEAL

Contractor’s Signature
By: ____________________________________________________________

Title: __________________________________________________________

Surety’s Name: ________________________________________________ SEAL

Surety’s Signature
By: ____________________________________________________________

Title: __________________________________________________________
DEFECT BOND
(61 Okla. Stat. § 113 B.3.)

_______________________________________________________, as surety (the “Surety”), and
______________________________________________as principal (the “Contractor”), enter into and
execute this bond (“the Bond”), and bind themselves in favor of the Regional University System of
Oklahoma, University of Central Oklahoma, an agency of the State of Oklahoma, as obligee (the “Owner”),
in the penal sum of                                                                                                                Dollars
($                     ) as of the _________ day of ___________________________, 20 ______.

WHEREAS, the Contractor has entered into an agreement with the Owner of even date herewith
(the “Agreement for Construction”) for construction of the Mitchell Hall Backstage Facility - Project (the
“Project”); and,

WHEREAS, the Owner has required the Contractor to furnish this Bond containing the terms and
conditions set forth herein as a condition to executing the Agreement for Construction with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves,
their heirs, administrators, executors and successors agree:

1. The Agreement for Construction is hereby incorporated herein and by reference made a part hereof
to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are
bound herein to protect the Owner against defective workmanship and materials installed in the Project by
the Contractor for a period of one (1) year after acceptance of the Project. The obligation of the Surety and
the Contractor includes, but is not limited to, the obligation to correct any defective workmanship and
replace any defective materials and to pay the Owner any and all damages, costs, expenses, or liabilities
arising out of said workmanship or materials. In the event the contract price as set forth in the Agreement
for Construction is increased by change order or amendment, the penal sum of this bond as set forth
hereinabove shall be deemed increased by the same amount as such increase in the contract price.

2. If the Contractor installs defective workmanship or materials, the Owner, by letter to the
Contractor and the Surety, shall declare the Contractor to be in default.

3. Within thirty (30) days after the Owner has satisfied the requirements of Paragraph 2, the Surety
shall take the following actions:

(a) Proceed itself, or through others acting on its behalf, to promptly correct any defective
workmanship or replace any defective materials installed by the Contractor;
(b) Pay the Owner any and all damages, costs, expenses or liabilities arising out of any
defective workmanship or defective materials installed by the Contractor; and,
(c) Take any and all other acts mutually agreed upon in writing by the Owner and the Surety.

4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss,
costs and expenses resulting from the Contractor’s default(s), including without limitation, fees, expenses
and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual
damages for delay in completion of the Project, and fees, expenses and costs incurred at the direction or
request of the Surety.
Section 006126-2

5. In no event shall the Surety be obligated to the Owner hereunder for sums in excess of the penal sum.

6. Nothing contained herein shall in any manner whatsoever limit or restrict any other warranty obligations of the Contractor or the Surety arising under the Agreement for Construction or under any other bond(s).

7. The Surety waives notice of any changes to the Agreement for Construction including, without limitation, changes in the contract time, the contract price, or the work to be performed.

8. This Bond is executed pursuant to the terms, conditions and provisions of 61 Okla. Stat. § 113 B.3. which statute is incorporated herein by reference.

9. Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

Surety: ________________________________________________________________

Contractor: ____________________________________________________________

Owner: Regional University System of Oklahoma
        The Office of the President
        University of Central Oklahoma
        100 N. University Drive
        Edmond, OK 73034

Contractor’s Name: ______________________________________________________ SEAL

Contractor’s Signature
By: ___________________________________________________________________
Title: ___________________________________________________________________

Surety’s Name: _________________________________________________________ SEAL

Surety’s Signature
By: ___________________________________________________________________
Title: ___________________________________________________________________
Section 011000

DIVISION 01
SECTION 011000
SUMMARY OF WORK

PART 1 - GENERAL

A. The Agreement for Construction, Supplemental Conditions and applicable portions of the Specifications are a part of this section.

B. Separation of these Specifications into Divisions and Sections is for convenience only and is not intended to establish limits of work.

C. Consult Index to be certain that set of Documents and Specifications is complete. The Contractor is to report omissions or discrepancies in writing, to the Architect immediately upon discovery.

PART 2 - SCOPE OF THE WORK

The work contemplated includes the furnishing of all the necessary labor, tools, equipment, materials, supplies and miscellaneous items required for the Mitchell Hall Backstage Facility - Project (the “Project”) in accordance with the Contract, Drawings and Specifications including Addenda, as prepared by Elliott + Associates and Dated August 4, 2015.

PART 3 - LOCATION OF PROJECT, USE OF PREMISES

Improvements will be located at the Mitchell Backstage Facility - Project site on the main campus of the University of Central Oklahoma, as indicated on the Contract Documents. Contractor shall confine its Work as defined below in Part 7, Protection. The Contractor’s potential use of additional University property adjacent to the construction site for staging or storage of materials may be defined in the preconstruction conference and if Owner agrees to do so, shall provide notice, in writing to the Architect and Contractor and Architect shall amend Contract Documents to reflect such agreement.

PART 4 – DRAWINGS AND SPECIFICATIONS

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COVER, INDEX & CODE

A0.00 Cover Sheet
A0.01 Drawing Index
A0.02 Code & Life Safety Plan

CIVIL

C1.0 General Notes
C2.0 Survey
C3.0 Demolition & Erosion Control Plan
C4.0 Site Plan
Section 011000-2

C5.0 Grading Plan
C6.0 Utility Plan
C7.0 Details

ARCHITECTURAL

D1.01 Demolition Plan
A1.00 Project Staging Site Plan
A1.01 Architectural Site Plan
A2.01 1st & 2nd Floor Plan
A2.02 Basement & Enlarged Plans
A2.03 1st & 2nd Floor Dimension Plans
A2.04 Enlarged Stair 1
A2.05 Enlarged Stair 2
A2.06 Stair Details
A3.01 Reflected Ceiling Plan
A3.02 Basement Reflected Ceiling Plan
A4.01 Roof Plan & Details
A4.02 Roof Details
A5.01 Exterior Elevations
A5.02 Alternate #3 – Historic Canopy
A6.01 Building Sections
A6.02 Interior Elevations
A6.03 Interior Elevations
A6.04 Interior Elevations
A6.05 Interior Elevations
A7.01 Partition Types
A7.02 Wall Sections
A7.03 Wall Sections
A7.04 Wall Sections
A7.05 Wall Sections
A7.06 Wall Sections
A8.01 Door Details
A8.02 Details
A8.03 Details
A8.04 Details
A8.05 Details
A8.06 Details
A8.07 Alternate #4 – Details
A9.01 Millwork Sections
A9.02 Millwork Sections
A10.01 Door Schedule, Frames & Windows
A10.02 Finish Schedule

STRUCTURAL

S1 General Notes
S2 Basement Floor Framing Plan
S3 Ground Floor Framing Plan
Section 011000-3

S4  Second Floor Framing Plan
S5  Roof Framing Plan
S6  Column Schedule & Canopy Plans
S7  Details

MECHANICAL, ELECTRICAL, PLUMBING

M0.00  Mechanical Symbols
M0.01  Mechanical Site Plan – Demolition
M0.02  Mechanical Site Plan
M0.10  1st and 2nd Floor Plans – HVAC Demolition
M1.01  1st and 2nd Floor Plans – HVAC Ductwork
M1.02  Basement – HVAC Ductwork
M1.51  1st and 2nd Floor Plans – HVAC Piping
M3.01  Mechanical Details
M4.01  Mechanical Schedules
M4.02  Mechanical Schedules
P1.00  1st and 2nd Floor Plans – Underfloor Plumbing
P1.01  1st and 2nd Floor Plans – Plumbing
P1.02  Basement – Plumbing
P1.03  Roof Plan – Plumbing
P3.01  Plumbing Riser Diagram
P4.01  Plumbing Details
P4.02  Plumbing Schedules
E0.00  Electrical Symbols
E0.01  Electrical Plan – Demolition
E0.02  Electrical Site Plan
E1.01  1st and 2nd Floor Plans – Lighting
E1.02  Basement Floor Plan – Lighting
E2.01  1st and 2nd Floor Plans – Power
E4.01  Electrical Riser Diagram and Details
E4.02  Electrical Details
E5.01  Electrical Schedules
E5.02  Electrical Schedules

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002113  Instructions to Bidders
003126  Asbestos Notifications and Filings with ODEQ for Public Works Projects
003143  Permit OKR10 for Storm Water Discharges from Construction Activities within the State of
          Oklahoma
004113  Bid Proposal
004516  Contractor’s Qualification Statement (AIA Document A305)

University of Central Oklahoma
ITB 2016B2
Bid Due and Opening Date and Time:
Thursday September 3, 2015 at 3:00 P.M. CST

www.uco.edu - 66 -
### Section 011000-4

- 004519  Non-collusion Affidavit
- 004521  Business Relationships Affidavit
- 004549  Verification of Examination of Site

#### CONTRACT FORMS

- 005200  Agreement for Construction and Non-collusion Affidavit
- 005201  Exhibit A – Liquidated Damages, Substantial Completion
- 005202  Exhibit B – Liquidated Damages, Final Completion
- 005203  Exhibit C – Phases, Timing and Time of Completion - Not Applicable
- 006113.13  Performance Bond
- 006113.16  Payment Bond
- 006126  Defect Bond
- 007300  Supplemental Conditions (If any per Agreement for Construction)

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- 011000  Summary of Work
- 012900  Applications for Payment
- 012300  Alternates
- 013100  Coordination of Meetings
- 017300  Cutting and Patching
- 014200  Reference Standards
- 013300  Schedules, Submittals, Tests and Approvals
- 013300.10  Shop Drawings, Product Data and Samples
- 015000  Temporary Facilities and Utilities
- 016000  Material and Equipment
- 017700  Contract Closeout
- 017300.10  Cleaning
- 017839  Project Record Documents
- 017823  Operating and Maintenance Data
- 017823.10  Warranties and Bonds

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- 02 41 16  Structure Demolition

#### DIVISION 03 - CONCRETE

- 03 05 80  Vapor Retarder Membranes
- 03 21 00  Reinforcing Steel - * Refer to Structural Drawing sheet S1 *
- 03 33 00  Architectural Concrete
- 03 30 00  Cast-in-Place Concrete - * Refer to Structural Drawing sheet S1 *

#### DIVISION 04 – MASONRY

- 04 01 10  Masonry Cleaning
- 04 21 13  Brick Masonry
- 04 72 00  Cast Stone Masonry
### DIVISION 05 – METALS

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<td>05 12 13</td>
<td>Architecturally Exposed Structural Steel Framing</td>
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<td>05 21 00</td>
<td>Steel Joist Framing - * Refer to Structural Drawing sheet S1 *</td>
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<td>05 31 00</td>
<td>Steel Roof Deck - * Refer to Structural Drawing sheet S1 *</td>
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<td>05 36 00</td>
<td>Steel Composite Deck - * Refer to Structural Drawing sheet S1 *</td>
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<td>05 40 00</td>
<td>Cold-Formed Metal Framing - * Refer to Structural Drawing sheet S1 *</td>
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<td>05 51 33</td>
<td>Metal Ladders</td>
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<td>Pipe and Tube Railings</td>
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### DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

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<td>Plastic-Laminate-Faced Architectural Cabinets</td>
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<td>06 46 00</td>
<td>Wood Trim</td>
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### DIVISION 07 – THERMAL AND MOISTURE PROTECTION

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<td>Thermal Insulation</td>
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<td>Polymer-Based Exterior Insulation and Finish System (EIFS)</td>
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<td>Water-Drainage Exterior Insulation and Finish System (EIFS)</td>
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<td>Thermoplastic Polyolefin (TPO) Roofing</td>
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<td>07 62 00</td>
<td>Sheet Metal Flashing and Trim</td>
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### DIVISION 08 – OPENINGS

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<td>Aluminum-Framed Entrances and Storefronts</td>
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<td>Glazed Aluminum Curtain Walls</td>
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<td>08 45 13</td>
<td>Structured-Polycarbonate-Panel Assemblies</td>
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<td>08 71 00</td>
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**DIVISION 09 – FINISHES**

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<td>Gypsum Board Shaft Wall Assemblies</td>
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<td>Non-Structural Metal Framing</td>
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**DIVISION 10 – SPECIALTIES**

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<td>Plastic Toilet Compartments</td>
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**DIVISION 12 – FURNISHINGS**

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<td>Roller Window Shades</td>
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<td>Simulated Stone Countertops</td>
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**DIVISION 14 – CONVEYING EQUIPMENT**

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<td>14 21 00</td>
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**DIVISION 21 – FIRE SUPPRESSION**

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<td>Identification for Fire Suppression Piping and Equipment</td>
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**DIVISION 22 - PLUMBING**

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GEOTECHNICAL REPORT

PART 5 - DISCREPANCIES AND MEASUREMENTS

Contractor shall, in writing, notify the Owner and the Architect of any discrepancies between Specifications, Plans, Details or Schedules. The Architect shall notify the Contractor in writing, which documents take precedence, in not as identified in the Agreement for Construction, paragraph 3J, Intent and Interpretation. Before ordering any materials or doing any work, Contractor shall verify all measurements and be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings. Any difference which may be found shall be submitted to the Owner and the Architect, in writing, for consideration before proceeding with the work.

PART 6 - ITEMS FURNISHED BY OTHERS

Data wiring, A/V equipment, and other FF&E.

PART 7 - PROTECTION

A. Contractor and its Subcontractors shall not use adjacent property or the public domain for any purpose whatsoever, but shall confine apparatus; equipment; storage of materials; and operations of his workmen in an orderly manner and to limits provided by law, ordinances, permits and within limits as defined by the Owner and as identified on the Contract Documents. Contractor shall make all necessary or required provisions for the protection of the public and shall maintain such provisions until Final Completion is established.

B. Contractor shall protect all existing streets and curbs and all walks, paving, etc. All damage caused by Contractor or its Subcontractors shall be made good at the Contractor's expense. No patching will be allowed; broken or cracked walks shall be fully
replaced. Contractor shall maintain adequate protection with barricades and other apparatus as required to provide adequate protection to the public. Contractor shall provide all necessary barricades, at Contractor cost. Contractor shall not expect Owner to provide barricades or to install or maintain barricades. Barricades shall conform to all state, local codes and regulations, and insurance requirements governing same and shall be maintained in an orderly manner as necessary for protection of the public.

C. Except as specified in writing by the Owner, the Contractor shall protect all existing trees, landscaping plant materials and turf areas. All damage caused by Contractor or its Subcontractors shall be made good at the Contractor's expense.

D. Contractor shall be responsible for the location of all utilities contained within the limits of the project. Refer to Agreement for Construction for detailed requirements.

E. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by or result from the carrying out of the Work to be done under the contract, or from any act, omission, or neglect of the Contractor, Contractor’s Subcontractors or its or their employees and agents.

F. A high degree of care must be taken by the Contractor, subcontractors, employees and agents of both, delivery vehicles and others working or supplying materials or supplies to the Work to ensure the safety of officials, workers, students, faculty, other employees of UCO and the general public. Thus, depending on circumstances, fences, barriers, shields, covers and/or curtains shall be erected as necessary, warning signs shall be posted, and lighting shall be installed to protect against and prevent the possibility of injury or damage to persons or property.

G. Contractor shall enforce that Contractor, subcontractors, vendors and suppliers shall adhere to a Five (5) mile per hour maximum speed limit on Owner property and shall enforce that Contractor, subcontractors, vendors and suppliers shall not drive vehicles and or park vehicles in restricted or prohibited access areas of Owner property. Fines for failure to comply with speed limits, or for entering restricted or prohibited areas, shall be the responsibility of the Contractor and costs for such, unless paid in full, shall be deducted from Contractors Final Payment application.

H. Work may be commenced after Notice to Proceed and in coordination with the Owner and the Architect. Contractor shall advise the Owner and the Architect, in writing not later than 10 days after Notice to Proceed, of all on-site Work proposed to be done by contractor, its employees or agents during the Work and, where applicable, such proposal shall include detailed descriptions of protective, preventive and other measures which Contractor and its subcontractors intend to take to achieve the safety objectives set forth in this section. Such proposal shall be subject to Owner’s reasonable approval.

PART 8 - JURISDICTION OF WORK

A. The question of jurisdiction of work between the various crafts as herein specified shall be settled by proper procedures without work stoppage.

B. The placing in the specifications of certain phases of the work under any particular section of the specifications shall in no manner relieve the Subcontractors from performing such work as this work is normally performed under its or their jurisdiction.
Each Subcontractor shall furnish the material or perform his work on the basis of the entire and complete plans and specifications.

PART 9 - PERMITS, REGULATIONS

Contractor shall Obtain, pay for all permits and licenses; pay all fees, comply with all local, state laws, ordinances, rules, regulations applicable to the Work. If plans and specifications are at variance with any of the above provisions, Contractor shall notify the Owner and the Architect in writing before work is performed and proper adjustment shall be made. **Owner shall pay City of Edmond Utility Usage fees associated with Domestic Water Meter and Sanitary Sewer usage. Contractor shall notify Owner, in writing, upon need of such permits and payments.**

PART 10 - OVERTIME WORK

A. No overtime work shall be done at the Owner's expense unless specifically requested, in writing, by the Owner.

B. When the Contractor is directed, in writing, by the Owner to perform overtime work, then the Owner agrees to reimburse the Contractor for the difference between regularly hourly wage and the overtime rate for such work, plus employment taxes involved.

C. Normal work hours shall be utilized unless authorized, in writing, in advance, by the Owner.

PART 11 - PROJECT SIGN AND ADVERTISING

A. Project Sign. Each project will require a project sign as included in the project specifications. Project sign shall be installed as directed by Owner.

B. The advertising privileges will be retained by the Owner, and the Contractor shall keep the premises free from all unauthorized posters, decorations, signs, etc. unless provided specific written approval of variance by Owner.

PART 12 - CHANGES IN THE WORK

Total cost shall be defined in the Bid Proposal. Changes in the work are defined within the Agreement for Construction.

PART 13 - RESPONSIBILITY AND COOPERATION OF SUBCONTRACTORS, TRADES, ETC.

A. All subcontractors shall cooperate with each other. They shall properly install and coordinate their work with other subcontractors at such times and in such manner as not to delay or interfere with the work of others. They shall perform their work in conformity with the construction called for under other phases of this project.

B. All subcontractors shall examine all drawings and read all specifications, whether for their specific work or for the work of others, so that they will be able to coordinate their work accordingly. They shall submit all required samples promptly and shall schedule their work through the Contractor.

C. Each subcontractor shall report promptly to the Contractor for any delay or difficulties
encountered in the installation of its work or anything which makes it unsuitable to connect or receive his work or the work of others. This report shall be in writing to the Contractor, with a copy sent to the Architect. Failure of the subcontractor involved to so report shall constitute an acceptance of the work of others as being fit for the proper reception of its work.

D. Contractor is responsible for proper fitting of all work; for coordination of operations of all trades, for subcontractors and material suppliers engaged in connection with work, as well as its own employees; Contractor shall exercise every effort to assure a harmonious, cooperative attitude on the part of all concerned. Contractor shall be prepared to guarantee, to each of its subcontractors and foremen, all dimensions they require for fitting necessary to make the several parts of the work come together properly and to fit.

PART 14 - MATERIALS AND WORKMANSHIP

All work and materials hereinafter specified shall be the best of the kind described and, unless otherwise specified, shall be new and of the best quality.

PART 15 - SPECIAL CONDITIONS

A. Existing utilities are shown based upon information supplied by the various utility owners and the University of Central Oklahoma. Information is based upon generally accepted tolerances and variations in actual location and depth of utilities. Due to the variation in actual location and depth of utilities, the Contractor shall take measures to prevent damage to utilities from occurring during or after excavation. The Contractor shall notify the Architect, in writing, immediately upon discovering any conflicts between the proposed work and any utility.

B. Prior to the start of construction, the Contractor shall contact OKIE Locate for verification of locations of all utilities within the contract site or in other areas as necessary for bringing utilities to the contract site. Due to construction site activities, delays, or weather, Contractor shall provide notice for multiple utility locates as may be required for the safe and proper execution of the work.

C. Contractor shall make requests on an as-needed basis allowing a minimum of four (4) working days for proper response and prior to any excavation. OKIE locate will notify the various utility owners (including the University of Central Oklahoma Physical Plant and the Department of Information Technology) for the timely verification of utilities in the requested area(s).

D. Prior to excavation of any kind, the Contractor shall request a Campus Excavation Permit(s) from the Physical Plant a minimum of five (5) working days prior to requested date of excavation. The excavation permit shall identify the areas proposed for excavation, the time(s) requested for excavation to begin, and the anticipated duration of the excavation(s). Contractors shall not proceed without an excavation permit and shall be responsible for and pay all costs associated with the damage, repairs or replacements to any utilities cut or damaged by Contractor or its subcontractors or agents.

E. Contractor shall be responsible for and pay any and all costs associated with the damage, repairs or replacements to any utilities cut or damaged by Contractor or subcontractors activities during the performance of the contract, whether located and marked correctly or in error by the various utility owners, including the University of
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Central Oklahoma. It shall be the Contractor’s responsibility to take proper precautions during and after excavation work is performed.

F. Due to the critical need for continuing Telecommunications service, any and all damage, repairs or replacement to telecommunications cable/fiber shall be provided by the University of Central Oklahoma or their authorized agents. The costs for this corrective work shall be borne by the Contractor and shall be deducted from the next scheduled pay application.

G. Utility shut-downs or connections shall not be allowed without a minimum 24 hour advance notice to the University of Central Oklahoma Physical Plant. The Contractor shall notify the Director of the Physical Plant at 405-974-2401.

PART 16 - STORAGE OF MATERIALS

A. Contractor shall provide secure on-site storage for materials and equipment and insure that materials, construction, or finishes are not damaged thereby.

B. Prior to off-site storage of materials, Contractor shall request, in writing, for Owner approval of any materials Contractor has considered for off-site storage and in which Contractor desires for inclusion in pay applications as off-site storage. Contractor request shall include type of material, quantity, schedule of value items reference, proof of identification of materials as property of Owner, with clear labeling on all materials and shall provide documentation of Title transfer of materials to Owner as defined in the Agreement for Construction.

PART 17 - FIRE PROTECTION

Contractor shall furnish and maintain a minimum of five (5) dry chemical type fire extinguishers with 3A-30BC rating on the site during the entire construction period or other equipment as mandated by Authority having Jurisdiction.

PART 18 - ENVIRONMENTAL SAFETY REQUIREMENTS

A. Contractor shall be required to comply with all applicable Federal, State, and Local environmental, occupational, and safety regulations and guidelines.

B. Contractor shall be responsible for providing a training and education program for its employees which meets the requirements of the Federal Hazard Communication Standard (29 CFR 1910.1200, 29 CFR 1926.59) and/or the Oklahoma Hazard Communication Standard (Title 40, Sections 401-424) where applicable. The Contractor may be required to submit proof of such training prior to award.

C. Contractors whose materials or work may pose a health hazard to University of Central Oklahoma employees shall be responsible for providing Material Safety Data Sheets (MSDSs) to the office of Environmental Safety Services. They must also inform the affected employees’ supervisor of the nature and extent of the hazard(s) those materials may pose. No such work shall proceed without prior written approval from University of Central Oklahoma Environmental Health and Safety Services.

D. Contractor shall not dispose of hazardous materials on University of Central Oklahoma property or into sanitary sewer or storm water drains, detention or retention ponds or
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other sources, and Contractor shall not dispose of any materials, including water or wastewater, down storm drains.

E. All hazardous wastes generated by the Contractor are the responsibility and property of the Contractor who must dispose of them in an environmentally responsible manner and in compliance with all applicable laws and regulations.

F. Contractors who encounter suspected asbestos containing material (ACM) during the course of their work and who must disturb, contact, or damage the suspected ACM must immediately stop work and contact the University of Central Oklahoma Environmental Health and Safety Services, which will investigate and provide necessary testing services to determine whether the material contains asbestos.

G. Contractor shall be required to apply for ODEQ permits OKR10, Notice of Intent (NOI) and Notice of Termination (NOT) forms and shall pay all cost associated with obtaining permits. Contractor shall maintain site conditions in accordance with terms and conditions of the permitting. Refer to Section 003143 and 003126.

H. Contractor shall ensure that all subcontractors comply with these requirements and any costs associated for failure to do so, shall be borne fully by Contractor at Contractor's expense.

PART 19 - CLEANING UP

A. Contractor shall keep the Work premises, building interior and exterior site area, free at all times from accumulation of waste material or rubbish caused by employees or work, and shall at agreed upon intervals during the Work, remove all job related rubbish, trash or surplus materials from the Work. Contractor shall at Substantial Completion and at Final Completion of work remove all remaining job related rubbish from interiors, and about the site, as well as all tools and surplus materials and shall leave work "broom clean" or its equivalent, or as defined in the Contract Documents. In case of dispute, the Owner may remove rubbish and perform cleaning and charge the cost thereof to the Contractor and deduct such amounts from Final Payment.

B. Contractor shall remove stains, spots and smears from all surfaces prior to acceptance for Substantial Completion. When doing installation or repairs after Substantial Completion, the Contractor shall be responsible only for those cleaning and damage items which Contractor or its subcontractors have caused.

C. Disposal of waste materials and rubbish shall be done as defined in the plans and specifications and at a certified legal landfill or other certified entity on a daily basis or as defined in the Contract Documents.

"END OF SECTION"
PART 1 - GENERAL

A. Description of Work

1. Contractor shall submit Applications for Payment to Owner's Representative in accord with the schedule established in the Agreement for Construction between the Owner and the Contractor.

2. See related requirements in other parts of the project manual:
   a) Lump Sum and Unit Prices; and

B. Related Work Specified Elsewhere

1. Values

   Prior to submitting the first application for payment, the Contractor shall submit to the Architect and Owner a schedule of values in accordance with the general conditions and supplementary conditions. The schedule shall be supported by a detailed breakdown of costs for each value, which shall be in a form with blanks to show total value, previous estimated value of work completed, and value of work completed on this estimate. The breakdown shall include percentages of completion or units completed as appropriate. The Architect shall examine the schedule and breakdown and make objections, if any. Prior to submitting the first application for payment, the Contractor shall resolve all objections of the Architect and the Owner to the schedule of values and breakdown in accordance with the Agreement for Construction.

2. Form of Application

   The application for payment form shall be submitted typewritten on documents provided by Owner similar to AIA Document G702 and G703. Applications provided on other than the proscribed Owner supplied documents shall not be acceptable. Attachments to the application for payment shall include the following:

   a) Stored Materials Invoice Tabulation Sheet
   b) Invoices for Stored Materials (with statement of insurance, as required)
   c) Contractor's Affidavit and Lien Release statement and any supporting documents as required by the Agreement for Construction
Section 012900-2

C. Preparation of Application for Each Progress Payment

Contractor shall:

1. Owner provided Application Form:
   a) Fill in required information, including that for change orders executed prior to the date of submittal of application.
   b) Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.
   c) Execute certification with the signature of a responsible officer of the contract firm.

2. Owner provided Continuation Sheets:
   a) Fill in total list of all scheduled component items of work, with item number and the scheduled dollar value for each item.
   b) Fill in the dollar value in each column for each scheduled line item when work has been performed.
      (1) Round off values to nearest dollar.
   c) List each change order executed prior to the date of submission, at the end of the continuation sheets.
      (1) List by change order number, and description, as for an original component item of work.

3. Invoices for materials stored at or near the site (in accordance with the general, supplemental, and special conditions) must be presented with the application for payment for materials. Invoices shall be accompanied by an attached itemized statement (tabulation) giving the following information:
   a) Invoice number and date, name of invoicer, description, and corresponding item in schedule of values.
   b) Pay application on which first entered.
   c) Total amount of invoice.
   d) Value of the materials invoiced which were placed in the work as reflected on previous pay application.
   e) Value of the materials invoiced which were placed in the work as reflected on this pay application.
   f) Total value of item 4 and total value of item 5 on the pay application form(s) when there is more than one invoice pertaining to the same corresponding item in the schedule of values.

4. Three copies of the invoice and the tabulation shall be submitted.
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D. Preparation of Application for Final Payment

1. Fill in application form as specified for progress payments. Refer to Agreement for Construction for further information.

2. Use continuation sheet for presenting the final statement of accounting as specified in Section 017700 - Contract Closeout.

E. Submittal Procedure

1. Submit Applications for Payment to Owner and Architect at the times stipulated in the Agreement for Construction.

2. Submit three (3) copies of each Final Application for payment, affidavit, and invoices and invoice tabulation.

3. Architect will review the application and when determined to be properly completed and correct, Architect will transmit the Final Application for payment to Owner for approval with a copy to Contractor.

"END OF SECTION"
PART 1 - GENERAL

A. Description of Work

1. An Alternate is an item of work and associated cost, add or deduct, proposed by Bidders and as stated on their Bid Proposal Form that once accepted by the Owner shall be added to or deducted from Base Bid amount and shall be incorporated into the Agreement. Alternates incorporated into the Agreement reflect a corresponding change in the amount of construction to be completed, a change in products, materials, equipment systems, installation methods, units of work or other elements of work that may or may not change the scope and or general character of the work and shall be as described in Contract Documents. All Alternates accepted and incorporated into the Agreement by the Owner shall be in full force and effect as though included in the Work originally identified as Base Bid.

With respect to approved alternates, the Contractor shall:

a) Coordinate related Work, modify and or adjust adjacent Work as necessary to properly incorporate the elements of each alternate to ensure that Work affected by each accepted alternate is complete and fully integrated into the Project.

b) Immediately following notice of award, prepare a written notification for distribution to each party involved providing notification of the status of each alternate to indicate which alternates have been accepted, rejected or deferred for consideration at a later date and to include a complete description of any negotiated modifications to alternates that have been accepted, in writing, by the Owner.

c) Provide a “Schedule of Alternates,” which is included at the end of this Section, to Architect and Owner. Specification Sections referenced in the Schedule of Alternates contain requirements for materials and methods necessary to achieve the Work described under each alternate.

(i) include as part of each alternate, miscellaneous devices, accessory objects and other similar items incidental to or required for a complete installation whether or not specifically mentioned as part of the alternate.

B. Schedule of Alternates

The description herein for each alternate is recognized to be incomplete and abbreviated and not as a summary of all work or specification sections included or to detail the full range of materials or processes required to complete the work as required. The Alternates listed shall be provided as complete and necessary to provide for the scope of work identified.

Alternate No. 1 - ADD ALTERNATE- SITEWORK

a. Add Brick pavers at Front Plaza
   *Refer to Drawing 2/A1.01
b. Add Brick Pavers at Costume Window
   *Refer to Drawing 3/A1.01
Section 012300-1

Alternate No. 2 - ADD ALTERNATE- MILLWORK & FF&E ITEMS
a. Millwork- (Room 118) Green Room Casework
   *Refer to Drawing 3/A6.03
b. Millwork- (Room 210) Theatre Student Cubbies (1 Unit)
   *Refer to Drawing 1/A9.02
c. Millwork- (Room 211) Dance Student Cubbies (1 Unit)
   *Refer to Drawing 1/A9.02
d. Millwork- Mobile Make-Up Stations (2 Units)
   *Refer to Drawing 2/A9.02
e. Millwork- (Corridor 204) 42” high bar with data outlets for students
   *Refer to Drawing 5/A9.02
f. Millwork- (Room 116) Mobile Wardrobe / Room Dividers (12 Units)
   *Refer to Drawing 6/A9.02
g. FF&E- (Room 122) Fitting Room Bench (Furniture item)
   *Refer to Drawing 09 & 10/A6.03
h. FF&E- (1) Dishwasher & (1) Under Counter Ice Machine as per specs
   *Refer to Drawing 3/A6.03
i. FF&E- (Corridor 204)- 18” Deep x 12” wide 2 tier lockers (25 units)
   *Refer to Drawing 9/A9.01
j. FF&E- (Room 211)- Rod & Curtains for Dance Rehearsal
   *Refer to Drawing A6.04

Alternate No. 3 - ADD ALTERNATE- MITCHELL HALL HISTORIC CANOPY
a. Remove existing Blue Canvas Canopy
b. Install New historic suspended Canopy on front façade of existing Mitchell Hall. *Refer to Drawing A5.02

Alternate No. 4 - ADD ALTERNATE- LEASE OF HVAC EQUIPMENT
a. Lease of Boiler & Chiller to Heat & Cool Mitchell Hall Addition
   For Lease term of 12 months.
   *Refer to Drawing Sheet A8.07
b. If this alternate is chosen, Omit Alternate #5

Alternate No. 5 - ADD ALTERNATE- PURCHASE OF HVAC EQUIPMENT
a. Purchase of Boiler & Chiller to Heat & Cool Mitchell Hall Addition
b. If this alternate is chosen, Omit Alternate #4.

Alternate No. 6 - DEDUCT ALTERNATE- EXTERIOR FINISHES
Reduce Front Canopy *Refer to Drawing Sheet A8.07
a. Large 12 x 12 Picture Windows to be standard curtain wall (Not rotated)
   *Refer to Drawing Sheet A8.07
b. Sheet Metal Coping at Parapets instead of cast concrete
   *Refer to Drawing Sheet A8.07
c. Omit Offset in Brick Type #1
   *Refer to Drawing Sheet A8.07

Alternate No. 7 - DEDUCT ALTERNATE- OMIT FEMA REQUIREMENTS IN BASEMENT
a. Omit Basement Plumbing, Plumbing Fixtures, and bathroom accessories
b. Omit Sewage Grinder
c. Omit Inverter
d. Omit 2 Interior Doors (Door 002 & 003)
e. Omit Stud wall between Room 006 & 002, and Stud wall between Room 003 & 004.

"END OF SECTION"
SECTION 013100

DIVISION 01
SECTION 013100
COORDINATION OF MEETINGS

PART 1 - GENERAL

A. Prebid Conference Guidelines

1. Owner shall schedule the pre-bid conference and site visit as indicated in the Advertisement for Bids for the project.

2. Pre-bid conference and site visit are non-mandatory.

B. Preconstruction Conference Guidelines

1. Owner shall schedule a conference after execution of the Agreement for Construction and prior to issue of Notice to Proceed and Purchase Order.

2. Attendance Required: Architect/Engineer, Owner, Contractor's Project Manager and Field Superintendent, Major Subcontractors and Suppliers.

3. Agenda:
   a) Project Scope and Special Requirements.
   b) Submission of executed Agreement, Bonds, OKR-10 permit and insurance certificates. Determine issue date for Purchase Order and issue date for Notice to Proceed.
   c) Distribution of Contract Documents (if Owner in receipt of executed Agreement for Construction).
   d) Submission of list of subcontractors, list of products and substitutions proposed for approval, schedule of values, and progress schedule. Submission of list of subcontractors, major suppliers and vendors for issue of Tax Exempt letters by Owner.
   e) Designation of Owner and Contractor personnel representing the parties in Agreement in addition to major subcontractors, suppliers, and the Architect/Engineer.
   f) Procedures and processing of field decisions, interpretation requests, submittals, substitutions, applications for payments, proposal request, Changes, Record Drawings, and Contract closeout procedures.
   g) Scheduling.
   h) Housekeeping:
      (i) Use of premises.
Section 013100-2

(ii) Owner's requirements.

(a) Protection of existing improvements.

i) Site security.

j) Temporary utilities.

k) Owner and contractor comments.

C. Progress Meetings Guidelines

1. Contractor shall schedule and administer meetings throughout progress of the work at weekly intervals.

2. Contractor shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes and distribute copies within two (2) days to Owner, Architect, participants, and those affected by decisions made.

3. Attendance Required: Contractor's Project Manager and job superintendent, major subcontractors and suppliers, Architect, Owner and others as appropriate to agenda topics for each meeting.

4. Agenda:

a) Review minutes of previous meetings.

b) Review of Work progress.

c) Field observations, problems, and decisions.

d) Identification of problems which impede planned progress.

e) Review of submittals schedule and status of submittals.

f) Review of off-site fabrication and delivery schedules.

g) Maintenance of progress schedule.

h) Corrective measures to regain projected schedules.

i) Planned progress during succeeding work period.

j) Coordination of projected progress.

k) Maintenance of quality and work standards.

l) Effect of proposed changes on progress schedule and coordination.

m) Other business relating to Work.

"END OF SECTION"
PART 1 - GENERAL

A. Description

1. Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work or to:

a) Make its several parts fit together properly.

b) Uncover portions of the Work to provide for installation of ill-timed work.

c) Remove and replace defective work.

d) Remove and replace work not conforming to requirements of Contract Documents.

e) Remove samples of installed work as specified for testing.

f) Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.

B. See Related Requirements

1. Section 011000: Summary of Work.

2. Section 016000: Material and Equipment.

3. Section 311000: Site Clearing.

4. Section 312000: Earth Moving.

5. Section 316329: Drilled Concrete Piers and Shafts

C. Submittals

1. Contractor shall submit a written request to Owner and Architect a minimum of 24 hours in advance of executing any cutting or alteration which affects:

a) Work of the Owner or any separate contractor.

b) Structural value or integrity of any element of the Project.

c) Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.

d) Efficiency, operational life, maintenance or safety of operational elements.
Section 017300-2

e) Visual qualities of sight-exposed elements.

2. Contractor request shall include:

a) Identification of the project.
b) Description of the affected work.
c) The necessity for cutting, alteration or excavation.
d) Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
e) Description of proposed work:
   (i) Scope of cutting, patching, alteration, or excavation.
   (ii) Trades who will execute the work.
   (iii) Products proposed to be used.
   (iv) Extent of refinishing to be done.
f) Alternatives to cutting and patching.
g) Cost proposal, when applicable.
h) Written permission of any separate contractor whose work will be affected.

3. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as specified in Section 01600 Materials & Equipment.

4. Upon receipt of written approval from Owner and Architect, Contractor shall submit a written notice to Owner and Architect designating the date and time the work will be uncovered and the expected duration of the work.

PART 2 - PRODUCTS

A. Materials

1. Contractor shall comply with specifications and standards for each specific product involved.
Section 017300-3

PART 3 – EXECUTION

Contractor shall:

A. Inspection

1. Inspect existing conditions of the project, including elements subject to damage or to movement during cutting and patching.

2. After uncovering work, inspect the conditions affecting the installation of products, or performance of the work.

3. Report unsatisfactory or questionable conditions to the Owner’s Representative in writing; and not proceed with the work until the Owner’s Representative has provided further instructions.

B. Preparation

1. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.

2. Provide devices and methods to protect other portions of the project from damage.

3. Provide protection from the elements for that portion of the project which may be exposed by cutting and patching work, and maintain excavations free from water.

C. Performance

1. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

2. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

3. Employ the original Installer or Fabricator to perform cutting and patching for:
   a) Weather-exposed or moisture-resistant elements.
   b) Sight-exposed finished surfaces.

4. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

5. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.

6. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
Section 017300-4

7. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
   a) For continuous surfaces, refinish to nearest intersection.
   b) For an assembly, refinish the entire unit.

"END OF SECTION"
PART 1 - GENERAL

A. Description

1. Abbreviations and acronyms used in Contract Documents to identify reference standards.

B. Quality Assurance

1. Application: When a standard is specified by reference, Contractor and all Subcontractors shall comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.

2. Edition Date of References Standard.

   a) Code Listings: Any reference to standards of any society, institute, association, or governmental agency which is part of the Building Code in effect for this Project shall comply with the edition date published in the referenced edition of the Building Code.

   b) Non-Code Listings: Any reference to standards of any society, institute, association or governmental agency which is not a part of the Building Code for this Project shall be the edition in effect at the time of opening of Bids, except as otherwise specifically stated in this Project Manual.

   c) Project Manual Listings: Edition dates listed with reference standard in each Section of this Project Manual are included for reference only.

C. Abbreviations, Names, and Addresses of Organizations

   AA  Aluminum Association
       818 Connecticut Avenue, Northwest
       Washington, DC 20006

   AABC  Associated Air Balance Council
       1000 Vermont Avenue, Northwest
       Washington, DC 20005

   AASHTO  American Association of State Highway
           And Transportation Officials
           444 North Capitol Street, Northwest
           Washington, DC 20001
Section 014200-2

ACI  American Concrete Institute
    Box 19150
    Reford Station
    Detroit, MI 48219

ADAAG  Americans with Disabilities Act Accessibility Guidelines
       U. S. Architectural & Transportation Barriers Compliance Board
       1331 F Street, N.W., Suite 1000
       Washington, D.C. 20004-1111

ADC  Air Diffusion Council
     435 North Michigan Avenue
     Chicago, IL 60611

AI  Asphalt Institute
    Asphalt Institute Building
    College Park, MD 20740

AISC  American Institute of Steel Construction
      1221 Avenue of the Americas
      New York, NY 10020

AISI  American Iron and Steel Institute
      1000 16th Street, Northwest
      Washington, DC 20036

AMCA  Air Movement and Control Association
      30 West University Drive
      Arlington Heights, IL 60004

ANSI  American National Standards Institute
      1430 Broadway
      New York, NY 10018

ARI  Air-Conditioning and Refrigeration Institute
     1815 North Fort Myer Drive
     Arlington, VA 22209

ASHRAE  American Society of Heating, Refrigerating
        and Conditioning Engineers
        345 East 47th Street
        New York, NY 10017

ASME  American Society of Mechanical Engineers
      345 East 47th Street
      New York, NY 10017

ASPA  American Sod Producers Association
       Association Building
       Ninth and Minnesota
       Hastings, NE 68901
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<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
<td>1916 Race Street</td>
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<tr>
<td></td>
<td></td>
<td>Philadelphia, PA 19103</td>
</tr>
<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
<td>6666 West Quincy Avenue</td>
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<td></td>
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<td>2501 Northwest 7th Street</td>
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<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td>CLFMI</td>
<td>Chain Link Fence Manufacturers Institute</td>
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</tr>
<tr>
<td></td>
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<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
<td>180 North LaSalle Street, Suite 2110</td>
</tr>
<tr>
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<tr>
<td>FM</td>
<td>Factory Mutual System</td>
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<td>FS</td>
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<td>GA</td>
<td>Gypsum Association</td>
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<td>Evanston, IL 60201</td>
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<tr>
<td>MFMA</td>
<td>Maple Flooring Manufacturers Association</td>
<td>2400 East Devon, Suite 205</td>
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<tr>
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<td>Des Plaines, IL 60018</td>
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MIL  Military Specification
     Naval Publications and Forms Center
     5801 Tabor Avenue
     Philadelphia, PA 19120

MLSFA  Metal Lath/Steel Framing Association
       221 North LaSalle Street
       Chicago, IL 60601

NAAMM  National Association of Architectural Metal Manufacturers
        221 North LaSalle Street
        Chicago, IL 60601

NEBB  National Environmental Balancing Bureau
      8225 Old Courthouse Road
      Vienna, VA 22180

NEMA  National Electrical Manufacturers’ Association
      2101 L Street, Northwest
      Washington, DC 20037

NFPA  National Fire Protection Association
      470 Atlantic Avenue
      Boston, MA 02210

NFPA  National Forest Products Association
      1619 Massachusetts Avenue, Northwest
      Washington, DC 20036

NSWMA  National Solid Wastes Management Association
       1120 Connecticut Avenue, Northwest
       Washington, DC 20036

NTMA  National Terrazzo and Mosaic Association
      3166 Des Plaines Avenue
      Des Plaines, IL 60018

PCA  Portland Cement Association
     5420 Old Orchard Road
     Skokie, IL 20076

PCI  Prestressed Concrete Institute
     20 North Wacker Drive
     Chicago, IL 60606

PS  Product Standard
    U.S. Department of Commerce
    Washington, DC 20203
### Section 014200-5

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<td>Red Cedar Shingle and Handsplit Shake Bureau</td>
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<td></td>
<td>515 116th Avenue</td>
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<td>Bellevue, WA 98004</td>
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<td>SDI</td>
<td>Steel Deck Institute</td>
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<td>St. Louis, MO 63122</td>
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<td>SDI</td>
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<td></td>
<td>712 Lakewood Center North</td>
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<td></td>
<td>Cleveland, OH 44107</td>
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<td>111 East Wacker Drive</td>
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<td>SJI</td>
<td>Steel Joist Institute</td>
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<tr>
<td></td>
<td>1703 Parham Road, Suite 204</td>
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<tr>
<td></td>
<td>Richmond, VA 23229</td>
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<tr>
<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractors' National Association</td>
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<tr>
<td></td>
<td>8224 Old Court House Road</td>
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<td>Vienna, VA 22180</td>
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<td>TAS</td>
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<td>Princeton, NJ 08540</td>
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<td>UL</td>
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"END OF SECTION"
PART 1 - GENERAL

A. The General Conditions; Supplemental Conditions, and applicable portions of the specifications are a part of this section.

B. Separation of these Specifications into Divisions and Sections is for convenience only and is not intended to establish limits of work.

C. Consult Index to be certain that set of Documents and Specifications is complete. Immediately report omissions or discrepancies in writing, to the Owner and Architect.

PART 2 - SCHEDULES

A. Schedule of Cost: To be prepared by Contractor within fifteen (15) days of award of Contract, showing cost of the several items of construction, with overhead and profit added to each item. Schedule of cost to be comprehensive and to include the separation of material and labor costs. Additional specific details of cost schedule breakdown shall be provided by the Architect upon request.

B. Weekly Construction Schedule: To be prepared by Contractor within fifteen (15) days of award of Contract, indicating a plan of operation covering allotted days set forth in contract for completion of project. Schedule to show weeks of operation, with heavy lines to indicate planned installation of various items, and space provided to indicate work as it is accomplished by drawing parallel lines. Submit in triplicate. This "at-a-glance" record shall be kept up to date by the contractor's job superintendent and the University's project manager.

PART 3 - WORK LAYOUT

The Contractor shall be responsible for the correct setting out of the work in accordance with the drawings. If there is any discrepancy between actual site conditions and the drawings, the Contractor shall notify the Architect in writing and shall not proceed with any work affected by such discrepancy until he has instruction from the Architect.

PART 4 - INSPECTION AND TESTS

A. The Architect and representatives of the Owner shall at all times have access to the work wherever it is in preparation or progress. Provide proper and safe facilities for such access and for inspection.

B. Samples, Tests and Certificates:

1. Contractor shall submit complete data and samples prepaid and at least twenty (20) days before materials represented by samples are required to be ordered for scheduled delivery to site.
Section 013300-2

2. Material delivered prior to receipt of Architect's approval are subject to rejection and immediate removal from site.

3. Contractor shall label samples to designate materials or product represented, grade, place of origin, name of producer and name of Contractor.

4. Approval of material is general and does not constitute waiver of Owner's right to demand full compliance with contract requirements.

5. Unless Architect is authorized at time of submittal to return samples at Contractor's expense, rejected samples will be destroyed.

6. Quantities of samples submitted for tests shall be twice that required in order to provide duplicate samples to be returned by Architect.

7. Tests as required by technical sections of specifications will be performed by independent testing laboratory to be employed by the Owner and as approved by the Architect. **Owner will pay cost of testing unless otherwise specified.** Contractor shall not authorize testing services until testing company has received a Purchase Order from Owner for authorized testing service costs based upon unit rates in accordance with the on-call testing services agreement and Owner's agreement.

   a) **In the event that Contractor initiates testing services to be performed prior to Contractor request to Owner for issue of Testing Services Purchase Order, Contractor shall pay all testing costs associated with testing services performed in advance of Owner issued Purchase Order and shall not be reimbursed by the Owner.**

8. After delivery of materials, Architect may make such check tests as he deems necessary with samples as may be required for such tests being furnished by Contractor. If materials, equipment or accessory fails to meet contract requirements, all costs of testing will be paid for by Contractor. If item meets contract requirements, costs of testing will be paid by Owner and shall not be included in proposal for lump sum contract.

9. On the basis of test results, materials, equipment, or accessories may be rejected even though general approval has been given. If items have been incorporated in work, Owner has the right to cause their removal and replacement by items meeting contract requirements, or to secure equitable reparations from Contractor.

10. Architect reserves the right to require the Contractor to furnish certificate guaranteeing that material or equipment as submitted complies with contract requirements. Certificates shall be in notarized affidavit form. If statement originates with manufacturer, Contractor shall endorse all claims and such statements in his own name.

PART 5 - RECORD DRAWINGS

The Contractor shall furnish to the Architect within two (2) weeks of Final acceptance of the Work, all necessary data to enable the Architect to show in red ink on black line prints (or electronic
Section 013300-3

media) all installation changes made to the original plans. Failure to comply with this requirement shall result in the withholding of final payment until such time as delivery of materials acceptable to the Owner and Architect are received.

PART 6 - APPROVAL OF MATERIALS

A. Within two (2) weeks after the Agreement is executed, and before ordering materials, Contractor shall make a written request of the Owner and Architect for and obtain written approval from each for the use of any materials, construction, etc., other than those mentioned as standard in the specifications or so indicated on the drawings; and shall obtain written approval from each for materials, construction, etc., proposed for use when "approved" materials or work are specified without mentioning any standard by name.

B. Subcontractors and suppliers shall make all requests for approval through the Contractor.

PART 7 - SUBSTITUTION OF MATERIALS

A. Where definite material is specified with the phrase "or as approved equal", it is not the intent to discriminate against any product of another manufacturer. It is the intent to set a definite standard. If no substitute is acceptable, it will be so stated.

B. Open competition is expected, but in all cases complete data must be submitted on all proposed substitutions. Contractor shall submit samples for comparison and tests when requested by the Architect. No substitute shall be made unless authorized in writing by the Architect, and with Owner’s written approval.

C. Contractor shall base proposals on the materials or specialty specified. Any proposals for substitution shall be submitted to the Architect within thirty (30) days after the award of the Contract. Owner shall be the sole judge of acceptance or denial of such substitutions and such decision may or may not be based upon recommendations of the Architect. Refer to Section 01600, Material and Equipment.

D. Should a substitute be accepted and should the substitute materials prove defective or otherwise unsatisfactory for the service intended and within the guaranty period, and with written request from the Owner, it shall be replaced with the material or equipment specified by the Contractor and at no cost to the Owner.

"END OF SECTION"
PART 1 – GENERAL

Contractor shall have the responsibilities set forth below:

A. **Description of Work**

1. Submit shop drawings, product data and samples required by the Contract Documents.

2. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed shop drawings, product data and samples will be needed.

B. **See Related Requirements**


2. Section 013300: Schedules, Submittals, Tests and Approvals.

3. Section 017839: Project Record Documents.

4. General Requirements, if applicable.

5. Section 260500: Common Work Results for Electrical.

6. Contractor shall designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed shop drawings, product data and samples will be needed.

C. **Shop Drawings**

1. Present drawings in a clear and thorough manner.

   a) Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.

D. **Product Data**

1. Preparation:

   a) Clearly mark each copy to identify pertinent products or models.

   b) Show performance characteristics and capacities.

   c) Show dimensions and clearances required.

   d) Show wiring or piping diagrams and controls.
Section 013300.10-2

2. Manufacturer's standard schematic drawings and diagrams:
   a) Modify drawings and diagrams to delete information which is not applicable to the work.
   b) Supplement standard information to provide information specifically applicable to the work.

E. Samples

1. Office samples shall be of sufficient size and quantity to clearly illustrate:
   a) Functional characteristics of the product, with integrally related parts and attachment devices.
   b) Full range of color, texture and pattern.

2. Field samples and mock-ups:
   a) Contractor shall erect, at the project site, at a location acceptable to the Architect/Engineer.
   b) Size or area: That specified in the respective specification section.
   c) Fabricate each sample and mock-up complete and finished.
   d) Remove mock-ups at conclusion of work or when acceptable to the Owner's Representative.

F. Contractor Responsibilities

1. Review shop drawings, product data and samples prior to submission.

2. Determine and verify:
   a) Field measurements.
   b) Field construction criteria.
   c) Catalog numbers and similar data.
   d) Conformance with specifications.

3. Coordinate each submittal with requirements of the Work and of the Contract Documents.

4. Notify the Architect/Engineer in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.

5. Begin no fabrication or work which requires submittals until return of submittals with Architect/Engineer approval and Owner review.
6. Contractor's Certification:

The Contractor shall affix to each submittal drawing sheet, product booklet, and sample transmittal sheet, a stamp certifying that he has carried out in full his responsibilities regarding submittals. The stamp shall be signed and dated by the Contractor's authorized personnel. The Architect/Engineer will not review or accept submittals which do not conform to this requirement. The stamp shall contain the following information and certification:

```
Project Name   -   Project Contract Number
Contractor's Project Number
Architect/Engineer's Project Number
Submittal Number
Drawing Reference ____________________
Specification Section Reference ____________________

CONTRACTOR'S CERTIFICATION:

Contractor has determined or verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and has coordinated the information within the submittal with the requirements of the Contract Documents, and assumes full responsibility for so doing.

Name of Contractor

By ____________________     Date ____________________
```

G. Submission Requirements

1. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other contractor.

2. Number of submittals required:
   a) Shop drawings: Submit three full-size reproductions and one digital PDF file.
   b) Product data: Submit PDF file for Architect/Engineer approval and Owner review. Once submittal is reviewed and approved provide one hard copy to the Owner and one hard copy to the Architect/Engineer.
   c) Samples: Submit the number stated in each specification section. If no numbers are stated, submit three samples of each product.

3. Submittals shall contain:
   a) The date of submission and the dates of any previous submissions.
   b) The project title and number.
   c) Contract identification.
d) The names of:
   (1) Contractor
   (2) Supplier
   (3) Manufacturer

e) Identification of the product, with the specification section number.

f) Field dimensions, clearly identified as such.

g) Relation to adjacent or critical features of the work or materials.

h) Applicable standards such as ASTM or Federal specification numbers.

i) Identification of deviations from Contract Documents.

j) Identification of revisions on resubmittals.

k) An 8 in. x 8 in. blank space for Contractor, Architect/Engineer, and Owner stamps.

l) Contractor's stamp, initialed or signed, certifying to review of submittals, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents, as described in the foregoing paragraph. Stamp shall be applied to each sepia and opaque copy of each drawing, and to the cover or title page of each data booklet.

m) A complete index of shop drawings and product data sheets contained in the submittal packet.

H. Resubmission Requirements

1. Make corrections or changes in the submittals required by the Architect/Engineer and Owner and resubmit until approved.

2. Shop Drawings and Product Data:
   a) Revise initial drawings or data, and resubmit as specified for the initial submittal.
   b) Indicate changes which have been made other than those requested by the Architect/Engineer and Owner.
   c) Provide index showing which drawings contain revisions or have been replaced with new drawings and which are resubmittal without revisions.

3. Samples: Submit new samples as required for initial submittal.
Section 013300.10-5

I. Distribution

1. Distribute reproductions or shop drawings and copies of product data which carry the Architect/Engineer and Owner stamp to:
   
a) Job site file.
   
b) Record documents file.
   
c) Other affected contractors.
   
d) Subcontractors.
   
e) Supplier or fabricator.

The Architect shall:

J. Architect/Engineer Duties:

1. Affix stamp, review documents and indicate status of approval, resubmit or denial with initials or signature and date.

2. Return submittals that have been denied or requested for re-submittal to Contractor.

3. Review re-submitted documents and indicate status of approval for re-submitted documents, approve, re-submit or denial. Repeat J1 and J2 as required.

4. Transmit approved, stamped, signed and dated submittals to Owner for review and approval. Architect shall incorporate Owner comments and upon completion, shall

5. Return submittals to Contractor for distribution.

The Owner shall:

K. Owner Duties

1. Affix stamp, review documents and indicate status, reviewed or reviewed with comments, initial or signature and date, and shall

2. Return submittals to Architect/Engineer for incorporation of Owner review comments and transmittal by Architect, to Contractor.

"END OF SECTION"
Section 015000

DIVISION 1
SECTION 015000
TEMPORARY FACILITIES AND UTILITIES

PART 1 - GENERAL

A. The Agreement for Construction, Supplemental Conditions, and applicable portions of the Specifications are a part of this section.

B. Separation of these Specifications into Divisions and Sections is for convenience only and is not intended to establish limits of work.

C. Consult Index to be certain that set of Documents and Specifications is complete. Immediately report omissions or discrepancies in writing, to the Owner and the Architect.

PART 2 - TEMPORARY UTILITY SERVICE

Renovation: University of Central Oklahoma will provide utility services within the buildings at no charge to the Contractor. This shall be clearly defined in the Contract Documents. New Construction: The Contractor shall provide and pay for the necessary temporary services, water, sewer, electric, gas, phone, etc. for until Substantial Completion has been granted by Owner.

PART 3 - TEMPORARY OFFICE AND TOOL HOUSE

Contractor shall provide and maintain all necessary and or required external facilities and enclosures and upon written approval of the Owner, be allowed to locate temporary offices or facilities within the new Work. Contractor shall be responsible for correction of any defect or diminishment of the Work caused by temporary usage by the Contractor or subcontractors subject to the reasonable approval of the Owner.

PART 4 - SANITARY FACILITIES

Renovation: Existing building sanitary facilities may be utilized at no charge to the Contractor unless noted in the Contract Documents. New Construction: The Contractor shall provide and pay for the necessary temporary sanitary facilities or services for until receipt of written approval from the Owner for use of new facility sanitary services. Contractor shall be responsible for correction of any defect or diminishment of the Work caused by temporary usage by the Contractor or subcontractors subject to the reasonable approval of the Owner.

PART 5 - CONSTRUCTION AREA

Construction area for construction operations, contractor parking and materials storage will be outlined by the Owner in the preconstruction conference and shall be as defined in the Contract Documents. The Contractor shall maintain control of all subcontractors’ operations to insure area control. Parking for workmen must be allocated within the Construction area as defined in the Contract Documents. In the event additional parking is necessary, Contractor shall obtain and pay for Construction Parking Permits from the University of Central Oklahoma Transportation and Parking Services for any additional parking needs outside the defined construction limits area.

"END OF SECTION"
PART 1 - GENERAL

Contractor shall have the following responsibilities:

A. **Description of Work**

1. Material and equipment incorporated into the Work:

   a) Conform to applicable specifications and standards.

   b) Comply with size, make, type and quality specified, or as specifically approved in writing by the Owner's Representative.

   c) Manufactured and Fabricated Products:

      (i) Design, fabricate and assemble in accord with the best engineering and shop practices.

      (ii) Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.

      (iii) Two or more items of the same kind shall be identical, by the same manufacturer.

      (iv) Products shall be suitable for service conditions.

      (v) Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

   d) Do not use material or equipment for any purpose other than that for which it is designed or is specified.

2. See Related Requirements in Other Parts of the Project Manual:

   a) Conditions of the Agreement.

B. **See Related Work Specified Elsewhere**

1. Shop Drawings, Product Data and Samples: Section 013300.10.

2. Cleaning: Section 017300.

3. Operating and Maintenance Data: Section 017823.
Section 016000-2

C. Manufacturer's Instructions

1. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Owner and Architect.
   a) Maintain one set of complete instructions at the job site during installation and until completion.

2. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
   a) Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Owner's Representative for further instructions.
   b) Do not proceed with work without clear instructions.

3. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

D. Transportation and Handling

1. Arrange deliveries of Products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site.
   a) Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
   b) Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and the Products are properly protected and undamaged.

2. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

E. Storage and Protection

1. Store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
   a) Store products subject to damage by the elements in weather tight enclosures.
   b) Maintain temperature and humidity within the ranges required by manufacturer's instructions.

2. Exterior Storage:
   a) Store fabricated products above the ground, on blocking or skids; prevent soiling or staining. Cover Products which are subject to deterioration with impervious
**Section 016000-3**

sheet coverings, provide adequate ventilation to avoid condensation.

b) Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

3. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.

4. Protection after Installation:

a) Provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations.

F. **Substitutions and Products Options**

1. **Products List.**

a) Within 30 days after award of Contract, submit to Owner and Architect a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

2. **Contractor's Options.**

a) For Products specified only by reference standard, select any product meeting that standard.

b) For Products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.

c) For Products specified by naming only one Product and manufacturer, there is no option.

3. **Substitutions.**

a) For a period of 30 days after award of Contract, Owner and Architect will consider written requests from Contractor for substitution of Products.

b) Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:

   (i) Comparison of the qualities of the proposed substitution with that specified.

   (ii) Changes required in other elements of the work because of the substitution.

   (iii) Effect on the construction schedule.

   (iv) Cost data comparing the proposed substitution with the Product specified.
(v) Any required license fees or royalties.
(vi) Availability of maintenance service, and source of replacement materials.

4. Contractor's Representation:

   a) A request for a substitution constitutes a representation that Contractor:

      (i) Has investigated the proposed product and determined that it is equal to or superior to that specified.

      (ii) Will provide the same warranties or bonds for the substitution as for the Product specified.

      (iii) Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.

      (iv) Waives claims for additional costs, under his responsibility, which may subsequently become apparent.

1. Architect shall

   a) Review request for substitutions with reasonable promptness, and notify Owner, in writing, of the recommendation to accept or reject the requested substitution.

   b) Notify Contractor, in writing, of the Owners recommendation to accept or reject the requested substitution.

2. Owner shall:

   a. **Be the sole judge** of the acceptability of the proposed substitution.

   b. Review all proposed substitutions and may or may not, accept recommendations of the Architect. NO substitutions shall be allowed without Owner’s prior written approval.

"END OF SECTION"
PART 1 - GENERAL

Contractor shall have the following responsibilities:

A. Description of Work

1. Comply with requirements stated in the Agreement for Construction, Supplemental Conditions, and specifications for administrative procedures in closing out the work.

B. See Related Work Specified Elsewhere

1. Summary of Work: Section 011000.
2. Cleaning: Section 017300.
3. Project Record Documents: Section 017839.
4. Operating and Maintenance Data: Section 017823.
5. Closeout Submittals Required of Trades: The respective sections of the specifications.

C. Substantial Completion

1. When Contractor considers the work is substantially complete, it shall submit to Architect and Owner:
   a) A written notice that the Work or designated portion thereof, is substantially complete.
   b) A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, Architect and Owner will determine the status of completion on the basis of their on-site observations.
3. Should Architect or Owner determine that the work is not substantially complete:
   a) Architect will promptly notify the Contractor in writing, giving the reasons therefore with a list of incomplete or defective work.
   b) Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the Architect and Owner.
   c) Architect and Owner will reevaluate the work.
4. When Architect and Owner concur that the work is substantially complete, they will:
   a) Prepare a Certificate of Substantial Completion on Owner provided Certificate of Substantial Completion form or AIA Form G704, as requested by Owner, accompanied by Contractor's list of items to be complete or corrected, as verified
Section 017700-2

and amended by the Architect.

b) Submit the Certificate to the Contractor for written acceptance of the responsibilities assigned to them in the Certificate and upon return and approval, shall

c) Execute Certificate of Substantial Completion

D. Final Inspection

1. When Contractor considers the work is complete, it shall submit written certification that:

a) Contract Documents have been reviewed.

b) Work has been inspected for compliance with Contract Documents.

c) Work has been completed in accordance with Contract Documents.

d) Equipment and systems have been tested in the presence of the Owner's Representative and are operational.

e) Work is completed and ready for final inspection.

2. Architect and Owner will make an on-site visit to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should Architect or Owner consider that the work is incomplete or defective:

a) Architect will promptly notify the Contractor in writing, listing the incomplete or defective work.

b) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to Architect that the work is complete.

c) Architect and Owner will reevaluate the work.

4. When the Architect and Owner find the work acceptable based upon the Contract Documents, they shall request the Contractor to make closeout submittals.

E. Reinspection Fees

1. Should Architect or Owner perform additional on-site visits due to failure of the work to comply with the claims of status of completion made by the Contractor:

a) Owner will compensate Architect for such additional services.

b) Owner will deduct the amount of such compensation costs for Architect and Owner related costs from the final payment to the Contractor.
Section 017700-3

F. Contractor's Closeout Submittals to Architect:

Submittals shall consist of the following:

1. Evidence of compliance with requirements of governing authorities.
   a) Certificate of Occupancy.
   b) Certificate of Inspections:
      (i) Mechanical
      (ii) Electrical

2. Project Record Documents to requirements of Section 017839.

3. Operating and Maintenance Data, Instructions to Owner's Personnel.

4. Warranties and Bonds: Complying with requirements of Section 017823.

5. Keys and Keying Schedule: Complying with requirements of Section 087100.

6. Evidence of Payment and Release of Liens: Complying with requirements of General and Supplementary Conditions.


8. Consent of Surety to Final Payment.

G. Final Adjustment of Accounts

1. Submit a final statement of accounting to Architect/Engineer.

2. Statement shall reflect adjustments to the Contract Sum:
   a) The original Contract Sum.
   b) Additions and deductions resulting from:
      (i) Previous change orders
      (ii) Allowances
      (iii) Unit prices
      (iv) Deductions for uncorrected work
      (v) Deductions for re-inspection payments
      (vi) Other adjustments
Section 017700-4

c) Total Contract Sum, as adjusted.

d) Previous payments.

e) Sum remaining due.

3. Architect shall prepare a final Change Order, reflecting Owner approved adjustments to
the Contract Sum not previously made by Change Orders or Amendments.

H. Final Application for Payment

Contractor shall submit the final Application for Payment in accordance with procedures and
requirements stated in the conditions of the Agreement for Construction.

I. Correction of Work After Final Payment

Neither the Final Payment nor any provision in the Contract Documents shall relieve the
Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified,
the Contractor shall remedy any defects due thereto and pay for any damage to other work
resulting there from which may appear within a period of one (1) year from the date of acceptance
of the completed building or installation. The Owner shall give notice of observed defects with
reasonable promptness.

"END OF SECTION"
PART 1 - GENERAL

Contractor shall have the following responsibilities:

A. **Description of Work**
   1. Execute cleaning during progress of the work and at completion of the work, as required.

B. **Related Work Specified Elsewhere**
   1. Cleaning for Specific Products or Work: the Specification Section for that work.

C. **Disposal Requirements**
   1. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and antipollution laws.

PART 2 - PRODUCTS

A. **Materials**
   1. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces and as specified for green cleaning products and materials.
   2. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

PART 3 - EXECUTION

A. **During Construction**
   1. Execute daily cleaning to keep the work, the site and adjacent properties free from accumulations of dirt, dust, waste materials, rubbish and windblown debris, resulting from construction operations.
   2. Provide on-site containers for the collection of waste materials, debris and rubbish as defined in the project specifications for re-cycling or use.
   3. Remove waste materials, debris and rubbish from the site at the close of work each Friday or as defined in the project specifications; dispose of all materials as defined in the project specifications and at legal disposal areas away from the site.
Section 017300.10-2

B. Dust Control

1. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

2. Water down or maintain exterior site conditions to prevent windblown dirt and dust accumulations on adjacent facilities, vehicles or other elements.

3. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces, interior or exterior.

C. Final Cleaning

1. Employ skilled workmen for final cleaning.

2. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces. The cleaning materials used shall meet manufacturers specifications for the surfaces to be cleaned.

3. Wash and shine glazing and mirrors.

4. Polish glossy surfaces to a clean shine.

5. Ventilating Systems:
   a) Clean permanent filters and replace disposable filters if units were operated during construction.
   b) Clean ducts, blowers and coils if units were operated without filters during construction.

6. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

7. Prior to final completion, or Owner occupancy, Architect, Owner and Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire project is clean and to the reasonable acceptance of the Owner.

"END OF SECTION"
PART 1 - GENERAL

Contractor shall have the following responsibilities:

A. Description of Work

1. Maintain at the site for the Owner one record copy of:
   a) Drawings.
   b) Specifications.
   c) Addenda.
   d) Change Orders and other modifications to the contract.
   e) Approved shop drawings, product data and samples.
   f) Field test records.
   g) Construction Photographs (Not Applicable this Project)

2. Related Requirements in Other Parts of the Project Manual:
   a) Agreement for Construction and Supplemental Conditions.

B. See Related Work Specified Elsewhere

1. Shop Drawings, Product Data and Samples: Section 013300.10.
2. Construction Photographs: Not Applicable this Project
3. Videography: Provide video for all project waste pipe system with notes indicating directions and distances. Not Applicable this Project

C. Maintenance of Documents and Samples

1. Store documents and samples in Contractor's field office apart from documents used for construction.
   a) Provide files and racks for storage of documents.
   b) Provide locked cabinet or secure storage space for storage of samples.

2. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

3. Make documents and samples available at all times for inspection by Owner's Representative.
D. **Recording**

1. Label each document "PROJECT RECORD" in neat, large printed letters.

2. Record information concurrently with construction progress.
   a) Do not conceal work until required information is recorded.

3. **Drawings: Legibly Mark to Record Actual Construction:**
   a) Depths of various elements of foundation in relation to finish first floor datum.
   b) Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   c) Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   d) Field changes of dimension and detail.
   e) Changes made by Field Order or by Change Order.
   f) Details not on original Contract drawings.

4. **Specifications and Addenda; Legibly Mark Each Section to Record:**
   a) Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
   b) Changes made by Change Order.

5. **Drawings and Specifications:** Post addenda items, whether written or drawn, on the pages affected such that:
   a) Cut-outs of items are securely attached to the sheet which the addenda modified.
   b) The addenda number is reflected in each posted item.
   c) Completely revised sheets are posted over the sheet revised and the outdated sheet is labeled "void".

6. **Submittals:**
   a) At Contract closeout, deliver Record Documents to Architect for the Owner.
   b) Accompany submittal with transmittal letter in duplicate, containing:
      (i) Date.
      (ii) Project title and number.
      (iii) Contractor's name and address.
      (iv) Title and number of each Record Document.
      (v) Signature of Contractor or his authorized representative.

"END OF SECTION"
Section 017823

DIVISION 01
SECTION 017823
OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

Contractor shall have the following responsibilities:

A. Description
   1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the contract.
      a) Prepare operating and maintenance data as specified in this section and as referenced in other pertinent sections of Specifications.
   2. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

B. See Related Work Specified Elsewhere
   1. Shop Drawings, Product Data and Samples: Section 013300.10.
   2. Contract Closeout: Section 017700
   3. Project Record Documents: Section 017839
   6. Warranties and Bonds: Section 017823.10.

C. Quality Assurance
   1. Preparation of data shall be done by personnel:
      a) Trained and experienced in maintenance and operation of the described products.
      b) Completely familiar with requirements of this Section.
      c) Skilled as a technical writer to the extent required to communicate essential data.
      d) Skilled as a draftsman competent to prepare required drawings.

D. Form of Submittals
   1. Prepare data in the form of an instructional manual for use by Owner's personnel.
2. Format:
   a) Size: 8-1/2 in. x 11 in.
   b) Paper: 20 pound minimum, white, for typed pages.
   c) Test: Manufacturer's printed data, or neatly typewritten.
   d) Drawings:
      (i) Provide reinforced punched binder tab, bind in with test.
      (ii) Fold larger drawings to the size of the test pages.
   e) Provide flyleaf for each separate product, or each piece of operating equipment.
      (i) Provide typed description of product, and major component parts of equipment.
      (ii) Provide indexed tabs.
   f) Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS".
      List:
      (i) Title of Project.
      (ii) Identity of separate structure as applicable.
      (iii) Identity of general subject matter covered in the manual.

3. Binders:
   a) Commercial quality three-ring binders with durable and cleanable plastic covers.
   b) Maximum ring size: 1-1/2".
   c) When multiple binders are used, collate the data into related consistent groupings.

E. Content of Manual
1. Neatly typewritten table of contents of each volume, arranged in a systematic order.
   a) Contractor, name of responsible principal, address and telephone number.
   b) A list of each product required to be included, indexed to the content of the volume.
Section 017823-3

c) List, with each product, the name, address and telephone number of:
   (i) Subcontractor or installer.
   (ii) Maintenance contractor, as appropriate.
   (iii) Identify the area of responsibility of each.
   (iv) Local source of supply for parts and replacement.

d) Identify each product by product name and other identifying symbols as set forth in Contract Documents.

2. Product Data:
   a) Include only those sheets which are pertinent to the specific product.
   b) Annotate each sheet to:
      (i) Clearly identify the specific product or part installed.
      (ii) Clearly identify the data applicable to the installation.
      (iii) Delete references to inapplicable information.

3. Drawings:
   a) Supplement product data with drawings as necessary to clearly illustrate:
      (i) Relations of component parts of equipment and systems.
      (ii) Control and flow diagrams.
   b) Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
   c) Do not use Project Record Documents as maintenance drawings.

4. Written text, as required to supplement product data for the particular installation.
   a) Organize in a consistent format under separate headings for different procedures.
   b) Provide a logical sequence of instructions for each procedure.

5. Copy of each warranty, bond and service contract issued.
   a) Provide information sheet for Owner's personnel, which shall include:
      (i) Proper procedures in the event of failure.
      (ii) Instances which might affect the validity of warranties or bonds.
Section 017823-4

F. Manual for Materials and Finishes

1. Submit two copies of complete manual in final form.

2. Content, for architectural products, applied materials and finishes:
   a) Manufacturer's data, giving full information on products.
      (i) Catalog number, size, composition.
      (ii) Color and texture designations.
      (iii) Information required for reordering special-manufactured products.
   b) Instructions for care and maintenance:
      (i) Manufacturer's recommendation for types of cleaning agents and methods.
      (ii) Cautions against cleaning agents and methods which are detrimental to the product.
      (iii) Recommended schedule for cleaning and maintenance.

3. Content, for moisture-protection and weather-exposed products:
   a) Manufacturer's data, giving full information on products.
      (i) Applicable standards.
      (ii) Chemical composition.
      (iii) Details of installation.
   b) Instructions for inspection, maintenance, and repair.

4. Additional requirements for maintenance data: The respective sections of Specifications.

5. Provide complete information for products specified in:
   a) ________________________________
   b) ________________________________
   c) ________________________________
   d) ________________________________
   e) ________________________________
   f) ________________________________
   g) ________________________________
Section 017823-5

G. Manual for Equipment and Systems

1. Content, for each unit of equipment and system, as appropriate:

   a) Description of unit and component parts.
      (i) Function, normal operating characteristics, and limiting conditions.
      (ii) Performance curves, engineering data and tests.
      (iii) Complete nomenclature and commercial number of all replaceable parts.

   b) Operating Procedures:
      (i) Start-up, break-in, routine and normal operating instructions.
      (ii) Regulation, control, stopping, shut-down and emergency instructions.
      (iii) Summer and winter operating instructions.
      (iv) Special operating instructions.

   c) Maintenance Procedures:
      (i) Routine operations.
      (ii) Guide to "troubleshooting".
      (iii) Disassembly, repair and reassembly.
      (iv) Alignment, adjusting and checking.

   d) Servicing and lubrication schedule.
      (i) List of lubricants required.

   e) Manufacturer’s printed operating and maintenance instructions.

   f) Description of sequence of operation by control manufacturer.

   g) Original manufacturer’s parts list, illustrations, assembly drawings and diagrams required for maintenance.
      (i) Predicted life of parts subject to wear.
      (ii) Items recommended to be stocked as spare parts.

   h) As-installed control diagrams by controls manufacturer.
Section 017823-6

i) Each contractor's coordination drawings.
   (i) As-installed color coded piping diagrams.

j) Charts of valve tag numbers, with the location and function of each valve.

k) List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

l) Other data as required under pertinent sections of specifications.

2. Content, for each electric and electronic system, as appropriate:

a) Description of system and component parts.
   (i) Function, normal operating characteristics, and limiting conditions.
   (ii) Performance curves, engineering data and tests.
   (iii) Complete nomenclature and commercial number of replaceable parts.

b) Circuit directories of panel boards.
   (i) Electrical service.
   (ii) Controls.
   (iii) Communications.

c) As-installed color coded wiring diagrams.

d) Operating Procedures:
   (i) Routine operations.
   (ii) Guide to "troubleshooting".
   (iii) Disassembly, repair and reassembly.
   (iv) Adjustment and checking.

e) Manufacturer's printed operating and maintenance instructions.

f) List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

g) Other data as required under pertinent sections of specifications.

3. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
Section 017823-7

4. Additional requirements for operating and maintenance data: The respective sections of Specifications.

5. Provide complete information as applicable for products specified in:
   a) Section 142100: N/A
   b) Section 412223: N/A

H. Submittal Schedule

1. Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of work.
   a) Architect/Engineer will review draft and return one copy with comments.

2. Submit one copy of completed data in final form fifteen days prior to final inspection or acceptance.
   a) Copy will be returned after final inspection or acceptance, with comments.

3. Submit specified number of copies of approved data in final form 10 days after final inspection or acceptance.

I. Instruction of Owner's Personnel

1. Prior to final inspection or acceptance, Contractor shall, or shall have subcontractors or other qualified personnel fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.

2. Operating and maintenance manual shall constitute the basis of instruction.
   a) Review contents of manual with Owner's operations personnel in full detail to explain all aspects of operations and maintenance.

"END OF SECTION"
Section 017823.10

DIVISION 01
SECTION 017823.10
WARRANTIES AND BONDS

PART 1 - GENERAL

Contractor shall have the following responsibilities:

A. Description

1. Compile specified warranties and bonds.
2. Compile specified service and maintenance contracts.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Owner's Representative for review and transmittal to Owner.
5. See related requirements in other parts of the Project Manual:
   a) Bid or Proposal Bonds: Instructions to Bidders.
   b) Performance Bond, Statutory Bond and Defect Bond: Conditions of the Contract.
   c) General Warranty of Construction: Conditions of the Contract.

B. See Related Work Specified Elsewhere

2. Warranties and Bonds Required for Specific Products: Each respective section of specifications as listed below or in compliance with Contract Documents.
3. Provisions of Warranties and Bonds, Duration: The respective section of specifications which specifies the product.

C. Submittal Requirements

1. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
2. Number of original signed copies required: Two each.
3. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item:
   a) Product or work item.
   b) Firm, with name of principal, address and telephone number.
   c) Scope.
   a) Date of beginning of warranty, bond or service and maintenance of contract.
   e) Duration of warranty, bond or service maintenance contract.
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f) Provide information for Owner's personnel:
   (i) Proper procedure in case of failure.
   (ii) Instances which might affect the validity of warranty or bond.

g) Contractor, name of responsible principal, address and telephone number.

D. Form of Submittals

1. Prepare in two duplicate packets.

2. Format:
   a) Size: 8-1/2 in. x 11 in., punch sheets for 3-ring binder.
   b) Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
      (i) Title of Project.
      (ii) Name of Contractor.


E. Time of Submittals

1. Make submittals within ten days after date of substantial completion prior to final request for payment.

2. For items of work, where acceptance is delayed materially beyond the date of substantial completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as the start of the warranty period.

3. Submit warranties, bonds, service, and maintenance contracts as specified in the respective example sections of Specifications:

   a) ____________________________
   b) ____________________________
   c) ____________________________
   d) ____________________________
   e) ____________________________
   f) ____________________________
   g) ____________________________

"END OF SECTION"